

AGREEMENT

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



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Continuing Engineering Professional Services - Federal

Funds RFP CONTRACT NO. 22-0355-CN

CONTINUING FIRM: Burgess & Niple, Inc.

AGREEMENT

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

**AGREEMENT FOR PROFESSIONAL SERVICES FOR
DEPARTMENT**

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

WITNESSETH, that:

WHEREAS, the County department requires professional services associated with on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide professional services requisite to the management needs of the County department, and

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

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

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

Consultants to provide professional engineering services to implement the Public Works Department Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the project management, design, permitting and other engineering services associated with roadways, sidewalks, trails, stormwater, environmental and other engineering projects on a multiple year/multiple work order basis.

2. ASSIGNMENT OF WORK

Work to be performed by the consultant shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's director of **Project Manager** or designee. Prior to any work assignments being made, based on mutual discussions between the County and the consultant, the consultant shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the County shall be in writing. The consultant shall perform no work under this Agreement without written authorization. The consultant hereby agrees to waive any claim for compensation for any work performed without written authorization.

The minimum amount for individual work assignments issued under this Agreement will be for an amount of not less than \$50,000.00. No work assignment will be issued under the \$50,000.00 threshold amount.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

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- D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an registered in the state of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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.

5. KEY PERSONNEL

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

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

- B. 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 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.

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SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

- A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.
- B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.
- C. If require, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- D. The consultant shall provide the following, if requested:
 - 1. Support to County staff in development of a scope of services.
 - 2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - 3. Quality control and constructability reviews of plans
 - 4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
 - 5. Project management support and preparation of independent cost estimates.
 - 6. Status meetings at a minimum of one each month.
 - 7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.
- E. Design phase (services to be defined with each specific work assignment)
- F. Bidding phase (services to be defined with each specific work assignment)
- G. Other engineering services. (services to be defined with each specific work assignment)
 - 1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
 - 2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - 3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 - PERFORMANCE SCHEDULES

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

- A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of **Project Manager** or designee who is a County employee.
- B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.

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- C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

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

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

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance division accounts payable

Pinellas County board of County commissioners

P. O. Box 2438

Clearwater, FL 33757

Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.
 - A. For work assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the consultant for performance of the work assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
 - B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.
2. The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed **\$6,000,000.00**. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.

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

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

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

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

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

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

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

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders),

AGREEMENT

original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on work assignments paid by lump sum fee.

3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

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

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

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

SECTION 16 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 - TRUTH IN NEGOTIATIONS

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

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SECTION 19 - SUCCESSORS AND ASSIGNS

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

SECTION 20 - INDEMNIFICATION

If the consultant is an individual or entity licensed by the state of Florida who holds a current certificate of registration or is qualified under chapter 481, Florida statutes, to practice architecture or landscape architecture, under chapter 472, Florida statutes, to practice land surveying and mapping, or under chapter 471, Florida statutes, to practice engineering, and who enters into a written Agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the consultant and other persons employed or utilized by the consultant in the performance of the Agreement.

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa bay metropolitan statistical area. Travel outside of the Tampa bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.

AGREEMENT**SECTION 24 - CONFLICT OF INTEREST**

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

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

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

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

SECTION 27 - PUBLIC RECORDS

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

CONTRACTOR'S DUTY

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

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

AGREEMENT

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

By:  _____

Print Name: John Kilgore, PE

Title: Vice President

Date: July 29, 2022

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____

Chairman

Date: _____

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _____

Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: Jacina Parson

Office of the County Attorney

BURGESS & NIPLE

Engineers ■ Architects ■ Planners

Audit Package

Pinellas County Continuing Engineering Professional Services – Federal Funds (22-0355-CN)

Sub-Consultants:

Cumbey & Fair, Inc.
Driggers Engineering Services, Inc.
Environmental Science Associates, Inc.
Florida Bridge and Transportation, Inc.
Hall Engineering Group, Inc.
Harbor Coordination Solutions, Inc.
Jones Edmunds & Associates, Inc.
Keystone Civil, Inc.
Moffatt & Nichol, Inc.
The Valerin Group, Inc.
Water Science Associates, LLC

Included:

Exhibit A – Schedule of Rate Values

BURGESS & NIPLE**Memorandum**

1511 N. Westshore Boulevard | Suite 500 | Tampa, FL 33607 | 813.962.8689

To: Pamela Ulrich
From: Burgess and Niple, Inc.
Subject: Exhibit A - Schedule of Rate Values

Date: June 24, 2022

Staff Classification	Hourly Loaded Rate
Chief Designer	\$187.59
Chief Engineer 1	\$248.47
Chief Engineer 2	\$314.96
Design Intern	\$67.02
Engineer 1	\$152.85
Engineer 2	\$201.99
Engineer Intern	\$118.94
Project Manager 1	\$221.31
Project Manager 3	\$250.53
Senior Designer	\$169.23
Contract Coordinator	\$109.52
Senior Engineer 1	\$197.80
Transportation Data Analyst	\$106.25
Transportation Data Scientist	\$132.83

Sincerely,



John Kilgore, P.E.
Vice President



CUMBEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBEYFAIR.COM

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates
June 2022

Pinellas County Continuing Engineering Professional Services – Federal Funds 22-0355-CN (PLU)

Classification	Daily Rate	Hourly Rate
<i>Field Surveying</i>		
Three (3) Person Survey Team	\$1,725.00	
Four (4) Person Survey Team	\$2,125.00	
<i>Utility Designation</i>		
SUE Level "B" - Designating Crew	\$1,810.00	
SUE Level "A" - Utility Location Crew (Test Holes)	\$1,910.00	
<i>Office/Management/Supervision</i>		
Senior Professional Surveyor and Mapper or Project Manager		\$202.00
Professional Surveyor and Mapper		\$165.00
SUE Manager		\$175.00
Senior CADD Technician		\$112.00
CADD Technician		\$95.00



EXHIBIT "A"
SCHEDULE OF RATE VALUES
PINELLAS COUNTY CONTRACT NO. 22-0355-CN(PLU)
CONTINUING ENGINEERING PROFESSIONAL SERVICES – FEDERAL FUNDS
GEOTECHNICAL ENGINEERING AND TESTING SERVICES

JOB CLASSIFICATION	HOURLY RATES
Principal Engineer	220.00/Hr.
Project Engineer	185.00/Hr.
Senior CADD Technician	85.00/Hr.
Secretary / Clerical	75.00/Hr.
Department Manager	150.00/Hr.
Field Crew Supervisor	85.00/Hr.

GEOTECHNICAL FIELD TESTING

Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$450.00 LS
Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day])	390.00/Hr.
2.4.1 Portable Self-Propelled Barge and Work Boat <i>Note: Mobilization and Demobilization quoted based upon job requirements</i>	1,075.00/Day
Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit)	
2.5.1 0-50 Feet	
i. Soil	16.00/LF
ii. Rock	18.00/LF
iii. Cemented Soil (N>50)	18.00/LF
2.5.2 50-100 Feet	
i. Soil	18.00/LF
ii. Rock	20.00/LF
iii. Cemented Soil (N>50)	20.00/LF
2.5.3 100-150 Feet	
i. Soil	21.00/LF
ii. Rock	26.00/LF
iii. Cemented Soil (N>50)	26.00/LF
Track-Mounted Drill Unit	
2.6.1 0-50 Feet	
i. Soil	\$ 20.00/LF
ii. Rock	23.00/LF
iii. Cemented Soil (N>50)	23.00/LF
2.6.2 50-100 Feet	
i. Soil	23.00/LF
ii. Rock	27.00/LF
iii. Cemented Soil (N>50)	27.00/LF

GEOTECHNICAL FIELD SERVICES CONTINUED

Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	267.00/Hr.
Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	150.00 Ea.
Grouting of Boreholes per SWFWMD Regulations	6.00/LF
4" Temporary Casing (only if needed)	8.00/LF
Patch Borehole in Asphalt or Concrete	75.00 Ea.
Double-Ring Infiltration Test (local and depth ≤ 3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 575.00 Ea.
Hand Auger Boring	12.00/LF
Hand Cone Penetrometer	4.00/LF

LABORATORY GEOTECHNICAL TESTING

Consolidation Test	\$ 425.00 Ea.
Laboratory Permeability on Sand (ASTM D-2434-74)	210.00 Ea.
Unconfined Compression Test	150.00 Ea.
Grainsize Analysis (ASTM D-422-92)	40.00 Ea.
Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	77.00 Ea.
Organic Content (FM 1T-267)	40.00 Ea.
Specific Gravity of Soil (ASTM D-854-92)	40.00 Ea.
Hydrometer of Soil (ASTM D-422-92)	160.00 Ea.
Constant Head Permeability (ASTM D-2434-74)	\$ 210.00 Ea.
Permeability with Back Pressure Saturation (ASTM D-5084-90)	450.00 Ea.
Corrosivity Series (resistance, pH, SO ₄ , CL [FDOT method])	300.00 Ea.
Field Sampling of Materials	75.00/Hr.

CONSTRUCTION TESTING (SOILS)

Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 118.00 Ea.
Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$78.00 Per Trip	26.00 Ea.
Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	72.00/Hr.
Limerock Bearing Ratio (FM 5-515)	325.00 Ea.
Base or Subgrade Thickness Determination in Conjunction with Density Test	6.00 Ea.
Turbidity Test (NTU) (Plus Sampling Time)	25.00 Ea.
Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	78.00 Ea.
pH Determination (ASTM G-51-77) Corrosion	30.00 Ea.
5.14.1 pH Determination (ASTM D4972) Agricultural	41.00 Ea.

CONSTRUCTION TESTING (CONCRETE)

Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	68.00/Hr.
<u>Laboratory Compression Testing</u>	
6"x12" Cylinders	13.00 Ea.
3"x3"x6" Prisms	18.00 Ea.
2"x2" Cubes	18.00 Ea.
Air Content of Fresh Concrete (ASTM C173 or C231)	18.00 Ea.
Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	68.00/Hr.
Laboratory Flexural Strength of Molded Beams (ASTM C78)	31.00 Ea.
Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	80.00/Hr.
Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	90.00/Hr. D x 3.0/LI
Laboratory Compression of Concrete Cores (ASTM C39)	31.00 Ea.

CONSTRUCTION TESTING (AGGREGATE TESTING)

Gradation of Fine Aggregate (ASTM C136)	\$40.00 Ea.
Gradation of Coarse Aggregate (ASTM C136)	55.00 Ea.
Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	55.00 Ea.
Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	55.00 Ea.
Los Angeles Abrasion	180.00 Ea.
Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	270.00 Ea.
Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	55.00 Ea.
Field Sampling for Laboratory Tests	75.00/Hr.

CONSTRUCTION TESTING (SOIL-CEMENT)

Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 550.00 Ea.
Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	75.00/Hr.
Laboratory Compression of Field Molded Specimens	15.00 Ea.
Laboratory Compression of Field Hardened Cores	31.00 Ea.
Soil-Cement Coring	
8.5.1 Technician Time and Equipment	90.00/Hr.
8.5.2 Core Bit Charge	3.00/Lf
8.5.3 Thickness Determination	6.00 Ea.
8.5.4 Repair of Core Hole	8.75 Ea.
Field Sampling of Raw Materials for Laboratory Design	70.00/Hr.

CONSTRUCTION TESTING (ASPHALT)

Asphalt Design	
9.1.1 F.D.O.T. with Three Bitumen Contents	\$ 1,100.00 Ea.
9.1.2 F.A.A. Design with Four Bitumen Contents	1,800.00 Ea.
Asphalt Plant Inspection	
9.2.1 Senior Technician Inspector	80.00/Hr.
Field Inspection during Paving Activities	
9.3.1 Senior Technician Inspector	80.00/Hr.
Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	150.00 Ea.
Marshall Stability and Properties (FM 5-511)	130.00 Ea.
Asphalt Coring	
9.6.1 Technician Time and Equipment	90.00/Hr.
9.6.2 Additional Diamond Bit Charge	3.00/LI
9.6.3 Repair of Core Hole	8.75 Ea.
Laboratory Preparation of Field Paving Cores	10.00 Ea.
Laboratory Density of Field Paving Cores (FM IT-166)	15.00 Ea.
Laboratory Thickness of Field Paving Cores	10.00 Ea.
Field Sampling for Laboratory Tests	70.00/Hr.
Rice Gravity	65.00/Ea.
Gyratory Compaction	235.00 Ea.

CONSTRUCTION TESTING (PILING INSPECTION)

Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$ 80.00/Hr.
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5404 Cypress Center Drive
Suite 125
Tampa, FL 33609
813.207.7200 phone
813.207.7201 fax

esassoc.com

Page 24 of 56

June 9, 2022

Ms. Pam Ulrich
Pinellas County Purchasing and Risk Management Division
400 S. Fort Harrison Avenue, Sixth Floor
Clearwater, FL 33756

Subject: Exhibit A – Schedule of Rate Values - SUBCONSULTANT
Continuing Engineering Professional Services – Federal Funds, Contract No. 22-0355-CN (PLU)

Please accept Environmental Science Associates' Schedule of Rate Values, applicable as a sub-consultant to
Burgess & Niple, Inc.

Labor Classification	ESA Proposed Rate (June 2022)
Engineer 1	\$125
Engineer 2	\$160
Engineer 3	\$185
Senior Engineer 1	\$200
Senior Engineer 2	\$220
Chief Engineer 1	\$235
Chief Engineer 2	\$280
Engineering/Environmental Technician	\$65
Environmental Scientist 1	\$90
Environmental Scientist 2	\$110
Environmental Scientist 3	\$125
Senior Environmental Scientist 1	\$150
Senior Environmental Scientist 2	\$170
Chief Scientist	\$210
Principal Scientist	\$245
Project Manager 1	\$190
Project Manager 2	\$235
Senior Project Manager 1	\$285
GIS Analyst	\$130
Senior GIS Analyst	\$150
UAS (Drone) Pilot	\$140
Secretary/Clerical	\$100
Cultural Resources Specialist 1	\$90
Cultural Resources Specialist 2	\$110
Cultural Resources Specialist 3	\$125
Senior Cultural Resources Specialist 1	\$150
Senior Cultural Resources Specialist 2	\$170
Senior Cultural Resources Specialist 3	\$220
Chief Cultural Resources Specialist 1	\$280

Sincerely,

Julie Sullivan
Sr. Vice President



Florida Bridge and Transportation, Inc.
Structural and Transportation Engineers

June 6, 2022

RE: FBT 2022 Billing Rates

The information below indicates the billing rates for Florida Bridge and Transportation, Inc. effective January 1, 2022.

Name	Title	2022 Billing Rate
Mark Niedermann, P.E.	Chief Engineer 2	\$286.00 per hour
Michael Hebert, P.E.	Chief Engineer 1	\$269.00 per hour
Bassel Kassem, P.E.	Project Manager 2	\$257.00 per hour
Juan Valenzuela, P.E.	Project Manager 1	\$223.10 per hour
Ed Severino, P.E.	Senior Engineer 1	\$215.00 per hour
Samrat De, P.E.	Senior Engineer 1	\$215.00 per hour
Josue Herrera, P.E.	Engineer 1	\$152.00 per hour
David Bancroft, P.E.	Engineer 1	\$152.00 per hour
Daniel Neidrauer, E.I.	Engineer Intern 2	\$127.00 per hour
Chad Schroeder, E.I.	Engineer Intern 1	\$124.00 per hour
Albert Bauman, E.I.	Engineer Intern 1	\$105.00 per hour
Jermain Lewis, JR, E.I.	Engineer Intern 1	\$105.00 per hour
Bryan Williams	Senior Designer	\$149.50 per hour
Cheryl McConnell	Senior Designer	\$149.50 per hour
Jessica Rivera	Contract Coordinator	\$98.50 per hour

These rates apply to all projects.

Please feel free to contact me if you have any questions or comments.

Very truly yours,

Florida Bridge and Transportation, Inc.

Juan Valenzuela, P.E.
Vice President



June 9, 2022

Pamela Ulrich
 Pinellas County
 Purchasing and Risk Management
 400 South Ft. Harrison, Sixth Floor
 Clearwater, FL 33756

Re: Continuing Engineering Professional Services – Federal Funds
 Contract No. 22-0355-CN(PLU)

As per your memo dates, June 3, 2022, Hall Engineering Group, Inc's 2022 rates are:

Admin	\$	73.75
CAD Tech I	\$	68.02
CAD Tech II	\$	83.42
CAD Tech III	\$	89.83
Graduate Intern (Engineer I)	\$	60.70
Director of IT and Field Services	\$	126.76
Project Manager / Senior Designer	\$	145.20
Graduate Engineer I	\$	96.61
Graduate Engineer II	\$	111.83
Graduate Engineer III	\$	120.91
Engineer I	\$	135.08
Engineer II	\$	155.78
Engineer III	\$	178.93
VP Engineering	\$	193.87
Project Manager	\$	138.68
Principal	\$	228.16

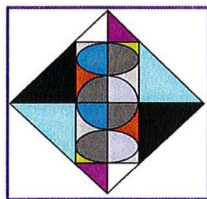
We look forward to working with Pinellas County.

If you have any questions, you can reach me via the office number below or via email:
donna.hall@hallenggroup.com

Thank you,

Donna Hall Digitally signed by Donna Hall
 Date: 2022.06.09 13:25:35
 -04'00'

Donna Hall, PMP
 VP Business Operations



HARBOR COORDINATION SOLUTIONS, INC.

June 6, 2022

Bryan Anderson
Burgess & Niple, Inc.
1511 N Westshore Blvd
Suite 500
Tampa, FL 33607

**RE: Pinellas County - Continuing Engineering Professional Services – Federal Funds
Exhibit A - Contract No. 22-0355-CN(PLU)**

Dear Mr. Anderson:

Below is the standard labor rate schedule.

Standard Labor Rate Schedule

The following hourly rates includes all direct and indirect costs except direct expenses. Indirect costs include such items as overhead, profit and such statutory and customary fringe benefits as social security contributions, sick leave, unemployment, excise and payroll taxes, workmen's compensation, health and retirement benefits, bonuses, annual leave, and holiday pay.

Position	Loaded Rate
Sr. Utility Coordinator	\$143.25
Utility Coordinator	\$101.36
Secretarial/Clerical	\$ 59.05

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

Respectfully

Jeanna Dean
President

Cc: file

EXHIBIT A



Pinellas County
Continuing Engineering Professional Services - Federal Funds
Contract 22-0355-CN(PLU)
Standard Hourly Rates

Labor Category	Proposed Contract Rates
Project Officer	\$ 275
Senior Project Manager	\$ 240
Project Manager	\$ 210
Chief Engineer or Scientist	\$ 250
Senior Engineer	\$ 242
Senior Scientist	\$ 163
Senior Project Engineer	\$ 200
Project Engineer	\$ 175
Project Scientist	\$ 155
Engineer or Scientist	\$ 145
Engineer Intern (PhD)	\$ 125
Engineer Intern or Associate Scientist	\$ 125
Designer	\$ 135
Senior CADD Designer	\$ 135
CADD Designer	\$ 125
Senior CADD Technician	\$ 105
CADD Technician	\$ 95
Systems Analyst	\$ 205
Senior GIS Analyst or Senior GIS Programmer	\$ 150
GIS Analyst or Programmer	\$ 120
Senior GIS Technician	\$ 95
GIS Technician	\$ 85
Senior Database Administrator	\$ 185
Database Administrator	\$ 170
Environmental Data Analyst	\$ 95
Senior Field Technician Environmental	\$ 120
Field Technician Environmental	\$ 110
Senior Construction Administrator	\$ 175
Construction Administrator	\$ 165
Senior Field Representative Construction	\$ 125
Field Representative Construction	\$ 105
Construction Project Coordinator	\$ 95
Senior Administrative Assistant	\$ 105
Administrative Assistant	\$ 85
Senior Technical Editor	\$ 145



Keystone Civil, Inc.

2635 Windguard Circle, Suite 102, Wesley Chapel, FL 33544

June 9, 2022

Ms. Pamela Ulrich
Pinellas County Purchasing and Risk Management Division
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone (727) 464-3311

Re: Schedule of Rate Values for 22-0355-CN(PLU)
Exhibit A - Continuing Engineering Professional Services – Federal Funds

Ms. Ulrich,

Please accept Keystone Civil, Inc.'s Schedule of Burdened Rate Values shown below:

- CEI Contract Support Specialist – \$121.89
- CEI Inspector – \$76.54
- CEI Project Administrator – \$170.08
- CEI Secretary / Clerk Typist – \$73.70
- CEI Senior Inspector – \$104.88

If you have any questions, please feel free to contact me at (813) 416-7887. Thank you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Joy Christiano", with a stylized flourish at the end.

Joy Christiano, PE
President





501E. Kennedy Blvd.
Suite 1910
Tampa, FL 33602

(813) 258-8818
www.moffattnichol.com

June 23rd, 2022

Burgess & Niple, Inc.
1511 North Westshore Boulevard, Suite 500
Tampa, Florida 33607

Attn: Bryan Anderson, PE, ENV SP

Subject: Moffatt & Nichol Contract Rates – REV 1

Dear Mr. Anderson:

Moffatt & Nichol is pleased to submit the following rates for the 22-0355-CN-VG Continuing Engineering Professional Services – Federal Funds project that Burgess & Niple, Inc. was recently ranked #2 for.

M&N Position/Classification/Title	Rate
Principal Engineer/Scientist	\$ 322.00
Supervisory Engineer/Scientist	\$ 285.20
Senior Engineer/Scientist	\$ 246.00
Engineer/Scientist III	\$ 207.50
Engineer/Scientist II	\$ 176.60
Engineer/Scientist I	\$ 151.70
Staff Engineer/Scientist	\$ 132.00
Senior Technician	\$ 189.50
Designer	\$ 143.90
CADD II	\$ 129.50
CADD I	\$ 112.00
Project Controls/Word Processing	\$ 120.00
General Clerical	\$ 96.00

Should you have any questions, please do not hesitate to reach out to myself, or John Glass, at (813) 258-8818.

Sincerely,
MOFFATT & NICHOL

A handwritten signature in blue ink that reads 'Michael N. Herrman'.

Michael Herrman
Vice President

THE VALERIN GROUP RATES

Pinellas County

Continuing Engineering Professional Services - Federal Funds

Contract No. 22-0355-CN (PLU)

Exhibit A - Schedule of Rate Values



 (813) 751-0478

 3903 Northdale Boulevard
Suite 100E
Tampa, FL 33624

 www.Valerin-Group.com

Labor Categories

Fully Loaded Hourly Rates

Contract/QC Project Manager	\$138.00
Community Outreach Specialist	\$135.00
Graphic Designer	\$121.50
Multimedia Specialist	\$127.00

Valerie Ciudad-Real
President

6/6/2022
Date

**2022 Hourly Rates:**

Principal Scientist / Engineer	\$240
Senior Project Manager Senior	\$200
Water Resource Modeler	\$200
Senior Scientist / Engineer	\$185
Water Resource Modeler	\$175
Project Manager	\$165
Project Scientist / Engineer	\$160
Staff Scientist / Engineer	\$140
GIS/CADD Technician	\$120
Field Technician	\$115
Administrative Support	\$79.05

EXHIBIT B - SCOPE OF WORK

A. OBJECTIVE:

The Board of County Commissioners of Pinellas County is seeking qualified consultants to provide professional engineering services to implement the Public Works Department Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the project management, design, permitting and other engineering services associated with roadways, sidewalks, trails, drainage, and other engineering projects on a multiple year/multiple work order basis. Projects will include, but not be limited to the design and permitting of roadways, sidewalks, trails, drainage facilities, structures and bridges, traffic and signals. Design of these projects may also include permitting, coordination with utility agency owners, public outreach, and project support right-of-way and easement acquisition. Work may also include design project management to supplement County Engineering staff, construction engineering and inspection, engineering evaluations, and engineering presentations. The County will be pursuing multiple awardees for this work.

B. CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS – AMERICAN RESCUE PLAN ACT (ARPA):

This solicitation may be either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified consultant are subject to the provisions provided in the RFP and Exhibit F, as applicable to the services provided. During the contract period, current or new grant funding requirements may apply to individual purchase orders.

C. BACKGROUND:

Professional engineering services are needed to implement the Public Works Department Capital Improvement Program (CIP) of multidiscipline engineering projects, involving federal funds and relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work order basis.

D. SCOPE OF WORK:

Work assignments for studies and design may include, but are not limited to the following:

Intersections, roadways, sidewalks, parks, trails, bridges, structures, traffic control, traffic/transportation studies, parking facilities, environmental studies, surveying, geotechnical, hydrogeological, transportation planning, drainage, water quality, dredging, watershed master planning, hydrologic/hydraulic modeling, geographic information systems, environmental permitting including (National Pollutant Discharge Elimination System (NPDES), Envision (Institute for Sustainable Infrastructure) sustainability compatibility, low impact design, rate studies, environmental assessments, land acquisition assistance, public outreach assistance, grant assistance, and utility infrastructure in association with primary assignment.

Engineering services will also include, but are not be limited to, project management, preliminary engineering, evaluation of alternatives, planning, engineering studies/modeling storm surge and sea level rise impacts, design (construction documents), permitting, value engineering, technical specifications development and review, bidding assistance, construction engineering and inspections services, surveying, construction contract administration and inspection services, program management, public outreach, grant assistance, permitting assistance, quality control and quality assurance reviews and peer reviews.

Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and Pinellas County technical standards.

Required Deliverables include but not limited to:

- Studies and other reports as required for each task order.
- 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.
- Other deliverables as required for individual task orders.

EXHIBIT B - SCOPE OF WORK

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

Work assignments for studies and design may also include, but are not limited to the following:

A. STORMWATER/ENVIRONMENTAL ENGINEERING:

Stormwater/Environmental Engineering may consist of such services as:

1. Updating Watershed Management Plans or ICPR models including floodplains
2. Designing stormwater improvement projects including:
 - Green infrastructure best management practices and nature-based shoreline restoration projects
 - Reviewing and analyzing hydrologic and hydraulic data
 - Performing quality control, constructability, or peer reviews
 - Performing water quality, sediment, and biological monitoring design and sampling
 - Laboratory or data analysis and reporting
 - Resource mapping
 - Reviewing environmental regulations
 - Providing support for project management or data management
 - Providing general environmental services in support of the county's environmental programs
 - Other environmental work as needed.

Requirements:

1. Engineering and environmental consulting services for preliminary design, design, and post design of channel erosion, flood control, stormwater conveyance system, and water quality Capital Improvement Program (CIP) projects and environmental enhancement and restoration such as living shorelines and green infrastructure solutions.
2. Operations and maintenance permitting may include acquiring maintenance-level permits from regulatory agencies such as the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), United States Army Corps of Engineers (USACOE), Florida Wildlife Commission (FWC), etc. to support maintenance activities on ponds, ditches, and pipes.
3. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, criticality analysis, related GIS tasks, boundary and topographic surveying and mapping, geotechnical services, assessing impacts from sea level rise and storm surge, and peer review of watershed management plan deliverables.
4. Environmental services may include development of work plans and study designs, field data collection (including biological, sediment and water quality), ecological evaluations, statistical and spatial data analysis, environmental regulation reviews including TMDLs and impaired water assessments, and recommendation for Best Management Practices (BMPs) to improve drainage, water quality, natural habitats, and recreational opportunities within the study areas.
5. Floodplain management may include Community Rating System program support, implementation of floodplain management projects (including public outreach), floodplain mapping, vulnerability assessment, and technical peer review of projects with floodplain impacts.
6. Services will also include, but are not to be limited to, preliminary engineering, evaluation of alternatives, planning, engineering studies/modeling, design, bidding assistance, surveying, and program management.
7. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), Pinellas County technical standards, and ESRI ArcMap 10.6. Watershed Management Plan deliverables are required to meet Southwest Florida Water Management (SWFWMD) and Pinellas County guidelines and requirements.

EXHIBIT B - SCOPE OF WORK

B. TRANSPORTATION:

May consist of such engineering services as: roadways, transportation, sidewalks, shared use paths/trails, intersections, roadway drainage, bridges, structures, box culverts, traffic control, multi-use paths, traffic signals studies and timing parking facilities, sanitary sewer, water main, resurfacing/rehabilitation/restoration (3R) improvements, traffic and transportation studies, transportation planning, environmental studies, surveying, geotechnical, hydrogeological, water quality, geographic information systems, environmental permitting including (National Pollutant Discharge Elimination System (NPDES), Envision (Institute for Sustainable Infrastructure) design and delivery of sustainable and resilient infrastructure, low impact design, environmental assessments, land acquisition assistance, public outreach assistance, grant assistance, and utility coordination in association with primary Work Assignment.

Services may also include, but are not limited to, preliminary engineering, evaluation of alternatives, planning, engineering studies/modeling, design (construction documents), value engineering, bidding assistance, design project management to supplement County Engineering staff, surveying, asset data collection, asset data analysis, probability of failure analysis, consequence of failure analysis, asset life-cycle analysis, asset reliability engineering, construction engineering and inspection, and program management.

C. PARKS & TRAILS:

May consist of such services as: parks and trails, boardwalks, boat ramps, docks, restrooms, shelters and pavilions, entrance intersection features, roadways, sidewalks, shared use paths, bridges, structures, traffic control, parking facilities, environmental studies, surveying, geotechnical, hydrogeological, drainage, sanitary sewer, water main, water quality, dredging, hydrologic/hydraulic modeling, geographic information systems, environmental permitting including (National Pollutant Discharge Elimination System (NPDES), Envision (Institute for Sustainable Infrastructure) design and delivery of sustainable and resilient infrastructure, low impact design, environmental assessments, land acquisition assistance, public outreach assistance, grant assistance, and utility coordination in association with primary Work Assignment.

Services may also include, but are not limited to, preliminary engineering, evaluation of alternatives, planning, engineering studies/modeling, design (construction documents), value engineering, bidding assistance, design project management to supplement County Engineering staff, surveying, asset data collection, asset data analysis, probability of failure analysis, consequence of failure analysis, asset life-cycle analysis, asset reliability engineering, construction engineering and inspection, and program management.

D. SURVEY & MAPPING:

Consultants will be required to provide services and work products in accordance with Florida Statutes, Chapter 472 and Administrative Codes, Chapter 5J-17 FAC, as it pertains to Surveying and Mapping, and the *Pinellas County CADD Manual for Land Survey and Civil Engineering*. The *Pinellas County CADD Kit for Civil 3D*. The *CADD Manual and Kit details can be found at www.pinellascounty.org/technical*.

Requirements:

Required Services may include, but are not limited to the following:

- a. Boundary surveys
- b. Topographic surveys
- c. Hydrographic surveys
- d. As-built or Record surveys
- e. Construction layout
- f. Quantity surveys
- g. Right-of-Way Maps
- h. Control Surveys
- i. Preparation of property descriptions and/or sketches and descriptions
- j. Analysis of Title Research Reports
- k. Subdivision Plat Review for Conformity to FS 177
- l. Tidal and Non-tidal Water Boundary Survey Land Acquisition

EXHIBIT B - SCOPE OF WORK

E. Subsurface Utility Locating Services:

Required services may include, but are not limited to the following:

- a. Quality Level D (QL D): Information derived solely from existing records or verbal recollections. Reports and/or drawings based on information acquired may be part of the required deliverable
- b. Quality Level C (QL C): Information obtained by surveying and plotting visible aboveground utility features and by using professional judgment in correlating this information to Quality Level D information.
- c. Quality Level B (QL B) (Utility Designating): Information obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal position of subsurface utilities. "Quality level B" data are reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances and reduced onto plan documents.
- d. Quality Level A (QL A) (Utility Locating): Information obtained by the actual exposure (or verification of previously exposed and surveyed utilities) of subsurface utilities, using (typically) minimally intrusive excavation equipment to determine their precise horizontal and vertical positions, as well as their other utility attributes. This information is surveyed and reduced onto plan documents. Accuracy is typically set at 15mm vertical, and to applicable horizontal survey and mapping standards.

F. GIS Services:

Required services may include, but are not limited to the following:

- a. GIS Data Collection
- b. GIS Data Editing
- c. GIS Mapping – including deed and Plat Analysis
- d. Deliverables shall be compatible with Esri ArcGIS or as determined by the scope of each Task Assignment

G. ATTACHMENTS:

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Sample Agreement
3. Attachment B: Contract Provisions for Contracts Under Federal Awards – American Rescue Plan Act (ARPA)
4. Exhibit A Federal Grant Provisions.

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 and the Florida Department of Transportation shall be named as an Additional Insured for General Liability, and 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.

- 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 subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
- All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;
- 1) Require each subcontractor to be bound to the 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 subcontractor;
 - 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 and **the Florida Department of Transportation** will be an additional indemnified party of the subcontract;
 - 4) Provide that the County and **the Florida Department of Transportation** will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
 - 5) Provide a waiver of subrogation in favor of the County and **the Florida Department of Transportation** 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 subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of 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.

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

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

Limits

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

If Consultant 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". Consultant 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	\$1,000,000
General Aggregate	\$1,000,000

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. Insurance limits shown are for contracts up to \$500,000. County reserves the right to increase requirements for contracts greater than \$500,000.

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

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

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

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

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

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Rights to Inventions Made Under a Contract or Agreement: If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

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

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

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

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

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

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

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

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
- (g) Information regarding certified M/WBE firms can be obtained from:
 - Florida Department of Management Services (Office of Supplier Diversity);
 - Florida Department of Transportation;
 - Minority Business Development Center in most large cities; and
 - Local Government M/DBE programs in many large counties and cities

Procurement of Recovered Materials [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

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

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: *Name *Street 1 *Street 2 *City *State *Zip Congressional District, if known:			5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$ _____		
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only:				Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)	

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

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

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

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

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

FEMA GRANT FUNDING CONDITIONS**PROPOSAL NUMBER: 22-0355-CN****PROPOSAL TITLE: CONTINUING ENGINEERING PROFESSIONAL SERVICES-FEDERAL FUNDS**

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
 - a. The 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 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:
 - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
 - ii. advertising; layoff or termination; rates of pay or other forms of compensation;
 - iii. and selection for training, including apprenticeship. The contractor agrees to
 - iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
 - v. nondiscrimination clause.
 - b. The contractor will, in all solicitations or advertisements for employees
 - i. placed by or on behalf of the contractor, state that all qualified applicants will
 - ii. receive consideration for employment without regard to race, color, religion,
 - iii. sex, sexual orientation, gender identity, or national origin.
 - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
 - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
 - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such othersanctions 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.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and 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 subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency maydirect as a means of enforcing such provisions, including sanctions for noncompliance:
 - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
 - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.
 - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
 - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
 - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - ii. Meeting contract performance requirements; or
 - iii. At a reasonable price.
 - b. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

EXHIBIT E - CONTRACT PROVISIONS ARPA**PROPOSAL NUMBER: 22-0355-CN****PROPOSAL TITLE: CONTINUING ENGINEERING PROFESSIONAL SERVICES-
FEDERAL FUNDS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

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

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

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

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

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

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

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

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

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

Domestic preferences for procurements. [2 CFR § 200.322]

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

(b) For purposes of this section:

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

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

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

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

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

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

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

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

Remedies for noncompliance. [2 CFR § 200.339]

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

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