Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the proposal where requested.

**SEAL **PROPOSAL • DO NOT OPEN

SEAL **ED PROPOSAL NO.: **167-0071-NC (SS)

PROPOSAL TITLE:  Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

DUE DATE/TIME:  June 20, 2017 @ 3:00 p.m.

SUBMITTED BY:  
(Name of Company)

DELIVER TO:  
PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL  33756

**Please Note:**

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, [http://www.pinellascounty.org/purchase/CCNA.htm](http://www.pinellascounty.org/purchase/CCNA.htm), from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.
SUBMIT TO:

PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756

REQUEST FOR QUALIFICATIONS
PROPOSAL
PROFESSIONAL SERVICES - NON-CONTINUING
AS GOVERNED BY FLORIDA STATUTE 287.055

ISSUE DATE: May 19, 2017

PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE CONSIDERED

TITLE: Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

RFP NUMBER: 167-0071-NC (SS)

SUBMITTAL DUE: June 20, 2017 @ 3:00 P.M.
AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.

DEADLINE FOR WRITTEN QUESTIONS: June 9, 2017 BY 3:00 P.M.
SUBMIT QUESTIONS TO: SUE STEELE, CPPB AT ssteele@pinellascounty.org
Phone: 727-464-4776 Fax: 727/464-3925

THE MISSION OF PINELLAS COUNTY
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.

JOE LAURO, CPPO/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

NO CHANGES REQUESTED BY A PROPOSER WILL BE CONSIDERED AFTER THE RFP OPENING DATE AS ADVERTISED. BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS, INCLUDING ALL INSURANCE REQUIREMENTS.

PROPOSER (COMPANY NAME):

D/B/A

Mailing Address

City, State Zip

Company Email Address

Phone Fax

Remit To Name (as Shown on Company Invoice)

Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your proposal, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information.

I HEREBY AGREE TO ABIDE BY ALL TERMS AND CONDITIONS OF THIS RFP & CERTIFY I AM AUTHORIZED TO SIGN THIS RFP FOR

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

RETURN THIS FORM WITH YOUR PROPOSAL
SECTION A – GENERAL CONDITIONS

1. **SUBMISSION OF PROPOSAL:**

(a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.

(b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.

(c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.

(d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.

(e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer’s desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

(f) Proposers must not have had its Certificate of Qualification suspended, revoked, denied, or have further been determined by the Florida Department of Transportation to be a non-responsible contractor.

2. **WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:**

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. **RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:**

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.

b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.

c) Pinellas County reserves the right to reject any or all Requests for Proposals. The respective constitutional officer, county administrator on behalf of the board of county commissioners or within his/her delegated financial approval authority, or director of purchasing, within his/her delegated financial approval authority shall have the authority when the public interest will be served thereby to reject all proposals or parts of proposals at any stage of the procurement process through the award of the contract.

(d) Pinellas County reserves the right to cancel the entire Request for Proposal.

e) Pinellas County reserves the right to remedy or waive minor informalities or irregularities, or immaterial errors in the Request for Proposal or in proposals submitted.

f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.
4. **COSTS INCURRED BY PROPOSERS:**
   All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

5. **ORAL PRESENTATION:**
   Based on the evaluation of the written proposals submitted, a minimum of three (3) highest ranked firms, (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and may be invited to an oral presentation. This Project must be completed by a Contractor prequalified by the Florida Department of Transportation (FDOT), as required by FDOT’s Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as may be amended. The scores from the written evaluation phase will be carried forward (for shortlisted firms) and combined with scores from the oral presentation process for one total score potential of 2,000 points. (1,000 points from the written and 1,000 points from the oral). The firm with the highest combined score shall proceed with the contracting process.

6. **CONFLICT OF INTEREST:**
   a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Proposer further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Proposer shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this proposal document, the Proposer acknowledges that no gifts or gratuities have been offered to County Employees or anyone else involved in this competitive proposal process.
   
   b) The Proposer shall promptly notify the County’s representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion, by certified mail, within thirty days of receipt of notification by the Proposer.
   
   c) It is essential to government procurement that the process be open, equitable and ethical. To this end, if potential unethical practices including but not limited to collusion, receipt or solicitation of gifts and conflicts of interest (direct/indirect) etc. are observed or perceived, please report such activity to:

       Pinellas County Clerk of Circuit Court – Division of Inspector General

       (727) 45FRAUD (453-7283)
       Fax – 727-464-8386

7. **WITHDRAWAL OF PROPOSAL:**
   A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

8. **LATE PROPOSAL OR MODIFICATIONS:**
   Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp. This upholds the integrity of the proposal process.

9. **LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:**
   The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
10. **RIGHT TO AUDIT:**
Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(e). Additionally, records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to Pinellas County and/or the Florida Department of Transportation at all times during the terms of this Agreement and for five years after final payment is made, including, but not limited to the records of the Contractor and all subcontractors performing work on the project.

11. **SCRUTINIZED COMPANIES, PUBLIC ENTITIES CRIME ACT AND DISCRIMINATORY VENDORS:**
Contractor is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Fla. Stat. 287.134 regarding Discriminatory Vendors, and Contractor agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Contractor represents and certifies that Contractor is and will at all times remain eligible to bid for and to perform such services subject to the requirements of these, and other applicable, laws. Contractor agrees that any contract awarded to Contractor will be subject to termination by the County if Contractor fails to comply or to maintain such compliance.

12. **INDEMNIFICATION:**
If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration 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 shall indemnify and hold harmless the COUNTY, and its officers and employees,  and the State of Florida Department of Transportation, including the Department's 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. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the COUNTY’s sovereign immunity.

13. **TERMINATION:**
   a) Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.
   b) Failure of the contractor 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.
   c) In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Proposer of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
   d) 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.

14. **ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR Mergers:**
The Contractor 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 in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor'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. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.
SECTION A – GENERAL CONDITIONS

15. LOBBYING:
Lobbying shall be prohibited on all county competitive selection processes and purchasing contract awards pursuant to this division, including, but not limited to, requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney’s office to address situations such as clarification and/or pose questions related to the procurement process.

Lobbying of evaluation committee members, county government employees, elected/appointed officials, or advisory board members regarding requests for proposals, requests for quotations, requests for qualifications, bids, or purchasing contracts, by the bidder/proposer, any member of the bidder’s/proposer’s staff, any agent or representative of the bidder/proposer, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section by or on behalf of a bidder/proposer shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, request for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee, elected/appointed official, or advisory board member who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

16. PROTEST PROCEDURE:
As per Section 2-162 of County Code

(a) Bid/Proposal protests. Any prospective bidder or proposer, who is aggrieved by the contents of the bid or proposal package, or any bidder or proposer who is aggrieved in connection with the recommended award on a bid or proposal solicitation, may file a written protest to the director of purchasing as provided herein. This right to protest is strictly limited to those procurements of goods or services solicited through invitations to bid or requests for proposals, including solicitations pursuant to § 287.055, Florida Statutes, the “Consultants’ Competitive Negotiation Act.” No other actions or recommendations in connection with a solicitation can be protested, including: (i) requests for quotations or requests for qualifications; (ii) rejection of some, all or parts of bids or proposals; (iii) disqualification of bidders or proposers as non-responsive or non-responsible; or (iv) recommended awards less than the mandatory bid or proposal amount. Protests failing to comply with the provisions of this section 2-162 shall not be reviewed.

(b) The purchasing department shall post the recommended award on the departmental website no less than five (5) full business days after the decision to recommend the award is made.

(c) Requirements to Protest.

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the recommended award of a bid or proposal, a formal written protest must be filed no later than 5:00 p.m., on the fifth full business day after posting of the award recommendation.

(3) The formal written protest shall identify the protesting party and the solicitation involved; include a statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.
(4) A formal written protest is considered filed with the county when the purchasing department receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above by the purchasing department. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) Rights of interested parties. Bidders or proposers, other than the protestor, which would be directly affected by the favorable resolution of a protest relating to a recommended award, shall have the right to provide written documentation related to the protested solicitation. Said interested parties shall be solely responsible for determining whether a protest has been filed. Any documentation submitted by an interested party must be filed with the director of purchasing no later than 5:00 p.m. on the fifth full business day after the purchasing department posts notification that a protest has been filed. Any interested party submitting documentation shall bear all costs, including legal representation, relating to the submission.

(e) Sole remedy. These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(f) Lobbying. Protestors, and interested parties as defined subsection (d), and anyone acting on their behalf, are prohibited from attempts to influence, persuade, or promote a bid or proposal protest through any other channels or means, and contacting any Pinellas County official, employee, advisory board member, or representative to discuss any matter relating in any way to the solicitation being protested, other than the purchasing department’s or county attorney’s office employees. The prohibitions provided for herein shall begin with the filing of the protest and end upon the final disposition of the protest; provided however, at all times protestors shall be subject to the procurement lobbying prohibitions in section 2-189 of this code. Failure to adhere to the prohibitions herein shall result in the rejection of the protest without further consideration.

(g) Time Limits. The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(h) Authority to resolve. The Director of Purchasing shall resolve the protest in accordance with the documentation and applicable legal authorities and shall issue a written decision to the protestor no later than 5:00 p.m. on the tenth full business day after the filing thereof.

(i) Review of Purchasing Director’s decision.

(1) The protesting party may request a review of the Purchasing Director’s decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth full business day after the date of the written decision. The written notice shall include any materials, statements, arguments which the bidder/proposer deems relevant to the issues raised in the request to review the decision of the Purchasing Director.

(2) The county administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party no later than 5:00 p.m., on the seventh full business day after receipt of the request for review. The decision shall be final and conclusive as to the county unless a party commences action in a court of competent jurisdiction.

(j) Stay of Procurement During Protests. There shall be no stay of procurement during protests.

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:
Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an addendum to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP. Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer’s RFP response and presented in the form of an addendum to the original RFP documents.
18. SERVICES AGREEMENT:
A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

19. OWNERSHIP OF DOCUMENTS:
A. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP 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.

B. When such documents are provided to other parties, the Consultant shall ensure return of the County’s property.

20. INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986:
Consultant acknowledges that it is functioning as an independent contractor 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 ground for immediate termination of the contract.

21. 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.

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

23. JOINT VENTURES:
All Proposers intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.
24. **PAYMENT/INVOICES:**
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. In order to expedite payment, it is recommended the Supplier also include the information shown in below. 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.

**INVOICE INFORMATION:**
- **Supplier Information**
  - Company name, mailing address, phone number, contact name and email address as provided on the PO
- **Remit To**
  - Billing address to which you are requesting payment be sent
- **Invoice Date**
  - Creation date of the invoice
- **Invoice Number**
  - Company tracking number
- **Shipping Address**
  - Address where goods and/or services were delivered
- **Ordering Department**
  - Name of ordering department, including name and phone number of contact person
- **PO Number**
  - Standard purchase order number
- **Ship Date**
  - Date the goods/services were sent/provided
- **Quantity**
  - Quantity of goods or services billed
- **Description**
  - Description of services or goods delivered
- **Unit Price**
  - Unit price for the quantity of goods/services delivered
- **Line Total**
  - Amount due by line item
- **Invoice Total**
  - Sum of all of the line totals for the invoice

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).

25. **TAXES:**
The County is exempt from all state and federal sales, use, transportation and excise taxes. Taxes of any kind and character, payable on account of the work performed and materials furnished under the award, shall be paid by the proposer and deemed to have been included in the RFP. The Laws of the State of Florida provide that sales and use taxes are payable by the proposer upon the tangible personal property incorporated in the work and such taxes shall be paid by the proposer and be deemed to have been included in the RFP.
26. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a “Corrected Invoice” to the requesting department which will initiate the payment timeline.

1  Requesting department for this purpose is defined as the County department for whom the work is performed.

2  Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a “Dispute Manager” to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County’s satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days’ timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County’s favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor’s favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party’s claim to those amounts.
27. **INSURANCE:**

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C). Insurance requirements are subject to change via an addendum to the RFP or amendment to the Agreement after a Florida Department of Transportation (FDOT) Florida Share-Use Agreement and/or Duke Energy Agreement is finalized. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of the highest ranked firm may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second highest ranked firm.

28. **PUBLIC RECORDS/TRADE SECRETS:**

Pinellas County Government is subject to the Florida Public Records law (Chapter 119, Florida Statutes), and all documents, materials, and data submitted to any solicitation as part of the response are governed by the disclosure, exemption and confidentiality provisions relating to public records in Florida Statutes. Except for materials that are “trade secrets” or “confidential” as defined by applicable Florida law, ownership of all documents, materials, and data submitted in response to the solicitation shall belong exclusively to the County.

To the extent that Proposer/Bidder/Quoter desires to maintain the confidentiality of materials that constitute trade secrets pursuant to Florida law, trade secret material submitted must be identified by some distinct method that the materials that constitute a trade secret, and Proposer/Bidder/Quoter shall provide an additional copy of the proposal/bid/quote that redacts all designated trade secrets. By submitting materials that are designated as trade secrets and signature of the Proposer/Bidder/Quoter Signature Page, Proposer/Bidder/Quoter acknowledges and agrees:

(i) that after notice from the County that a public records request has been made for the materials designated as a trade secret, the Proposer/Bidder/Quoter shall be solely responsible for defending its determination that submitted material is a trade secret that is not subject to disclosure at its sole cost, which action shall be taken immediately, but no later than 10 calendar days from the date of notification or Proposer/Bidder/Quoter will be deemed to have waived the trade secret designation of the materials;

(ii) that to the extent that the proposal/bid/quote with trade secret materials is evaluated, the County and its officials, employees, agents, and representatives in any way involved in processing, evaluating, negotiating contract terms, approving any contract based on the proposal/bid/quote, or engaging in any other activity relating to the competitive selection process are hereby granted full rights to access, view, consider, and discuss the materials designated as trade secrets through the final contract award;

(iii) to indemnify and hold the County, and its officials, employees, agents and representatives harmless from any actions, damages (including attorney's fees and costs), or claims arising from or related to the designation of trade secrets by the Proposer/Bidder/Quoter, including actions or claims arising from the County’s non-disclosure of the trade secret materials.

(iv) that information and data it manages as part of the services may be public record in accordance with Chapter 119, Florida Statues and Pinellas County public record policies. Proposer/Bidder/Quoter agrees prior to providing goods/services it will implement policies and procedures to maintain, produce, secure and retain public records in accordance with applicable laws, regulations, and County Policies, which are subject to approval by the County, including but limited to the Section 119.0701, Florida Statues.

Notwithstanding any other provision in the solicitation, the classification as trade secret of the entire proposal/bid/quote document, line item and/or total proposal/bid/quote prices, the work, services, project, goods, and/or products to be provided by Proposer/Bidder/Quoter, or any information, data, or materials that may be part of or incorporated into a contract between the County and the Proposer/Bidder/Quoter is not acceptable to the County and will result in a determination that the proposal/bid/quote is nonresponsive; the classification as trade secret of any other portion of a proposal/bid/quote document may result in a determination that the proposal/bid/quote is nonresponsive.

29. **PUBLIC RECORDS – 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 B – SPECIAL CONDITIONS

Proposal Title:
Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

Proposal Number: 167-0071-NC (SS)

1. INTENT:
The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the “Consultants’ Competitive Negotiation Act” (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”) for architectural, engineering, landscaping and mapping services (“Professional Services”). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. REQUIREMENTS:
This Project must be completed by a Contractor prequalified by the Florida Department of Transportation (FDOT), as required by FDOT’s Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as may be amended.

3. PERIOD OF CONTRACT:
Services performed pursuant to this contract shall remain in effect for one thousand (1,000) calendar days from the commencement date on the Notice to Proceed. This Agreement shall become effective on the date of execution of the Agreement. Phase 1 – Design Phase shall have a maximum term of two hundred seventy (270) calendar days, and Phase 2 – Construction Phase shall be a maximum term of seven hundred thirty (730) calendar days for completion.

4. EVALUATION CRITERIA for Written Proposals:
The following is the criteria that will be used by the County to evaluate and score responsive and qualified written proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. A minimum of three (3) highest ranked firms (if at least three firms submitted and are deemed qualified to proceed) shall be shortlisted and invited to an oral presentation. The scores from the short listed firms are carried forward. Final ranking recommendation is based on the combined scores obtained for a total potential 2,000 points.

   475 Points
   1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
   2. Reviews the professional resources available to properly provide services as requested in the RFP document.
   3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
   4. Prime team proposed should have exceptional professional resources to properly provide services.
   5. The project manager and proposed team should be uniquely qualified to provide the desired services.
   6. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
   7. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

b. Firm Experience with Projects of Similar Size and Past Performance
   400 Points
   1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
   2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
   3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
   4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
   5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.
SECTION B – SPECIAL CONDITIONS

c. **Volume of Work Previously Awarded by the County**  
   50 Points  
   Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on all CCNA Non-Continuing contracts value awarded to a firm during the two (2) previous completed fiscal years through to current date. The points are worth 5 percent of the overall points available and are distributed as follows:

   - $0 - $200,000 – five (5%) percent of points available
   - $200,001 - $400,000 – four (4%) percent of points available
   - $400,001 – 600,000 – three (3%) percent of points available
   - $600,001- $800,000 – two (2%) percent of points available
   - $800,001 - $1,000,000 – one (1%) percent of points available
   - Over $1,000,000 – zero (0%) percent of points available

   Based on a typical 1,000 point evaluation scoring process, a firm deemed to be in the $0-$200,000 category threshold would be allotted 50 points etc.

d. **Location**  
   75 Points  
   Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Hernando, Hillsborough or Pasco counties, 75 points are awarded. If not, no points will be awarded.

5. **EVALUATION CRITERIA for Oral Presentations**  
The scores from the written evaluation phase will be carried forward (for the shortlisted firms deemed qualified to proceed) and combined with scores from the oral presentation process for one total score potential of 2000 points. The firm with the highest combined score shall proceed with the contracting process.

a. **Understanding of Project /Firm Qualifications**  
   500 Points  
   1. Evaluation of the firm’s understanding of the overall project including the scope of work which may include but is not limited to; studies performed that affect the project, key design elements and effect on the community involved.
   2. Evaluation of the firm’s qualifications and qualifications of the individuals proposed for the project including the project manager and staff of the firm to be assigned. Qualifications shall include but not be limited to experience with similar projects, management experience, firm experience etc.

b. **Ability to Provide Required Services Within the Schedule and Budget**  
   300 Points  
   Evaluation of the firm’s overall approach including experience in scheduling projects, systems that will be used to keep track of the project schedule, cost control, quality assurance and quality control, issues and methods employed to avoid cost overruns and project delays.

c. **Managerial Methods used to Plan, Design and Administer the Project**  
   200 Points  
   Evaluation of the overall approach to the project proposed by the firm and the appropriateness of the methods proposed to plan, design and administer the project in relation to the scope of work and County requirements.

   **Total: 1,000 Points**
6. PERFORMANCE SECURITY

A. Concurrent with its execution of a Guaranteed Maximum Price (GMP) Amendment, the selected Design Builder firm shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, of the sample agreement attached, in the amount of 100% of the Guaranteed Maximum Price, the costs of which are to be paid by Design Builder. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner.

The Bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed $500,000.00, the Surety Company:
   a. is licensed to do business in the State of Florida;
   b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
   c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
   d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
   e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.

2. For contracts over $500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two times the dollar amount of the Agreement.

3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Bidder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Bidder shall, within five (5) calendar days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

7. TIME LINE:
Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>May 19, 2017</td>
<td>Advertising &amp; Publishing RFP</td>
</tr>
<tr>
<td>N/A</td>
<td>Pre-proposal Conference</td>
</tr>
<tr>
<td>June 9, 2017</td>
<td>Deadline for Questions/Clarifications</td>
</tr>
<tr>
<td>June 20, 2017</td>
<td>Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.</td>
</tr>
<tr>
<td>July 2017</td>
<td>Evaluation of the RFP</td>
</tr>
<tr>
<td>Aug 2017</td>
<td>Recommendation due to Purchasing from Department</td>
</tr>
<tr>
<td>Oct 2017</td>
<td>Submit recommendation to Board for Award of Contract</td>
</tr>
</tbody>
</table>
8. INFORMATION PACKAGE:
Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

1) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

2) An award may not be issued without proof that your firm is registered with the Florida Division of Corporations, as per Florida Statute §607.1501 (http://www.flsenate.gov/Laws/Statutes/2011/607.1501).

3) A foreign corporation (foreign to the State of Florida) may not transact business in this state until it obtains a certificate of authority from the Department of State. Please visit www.sunbiz.org for this information on how to become registered.

9. SUBMITTAL REQUIREMENTS:
Please review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - http://gsa.gov/forms, then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, must be in format of a 3 ring loose leaf binder. The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

Submittal requirements must be indexed and listed in the order described below:

A. Introduction Tab

1) Letter of Interest by corporate office or principal of the firm.
2) Specific Professional services to be offered (please delineate each service your firm offers).
3) Table of Contents.

B. Tab 1 - Standard Form (SF) 330 – Part I & II

Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.

Please furnish a list of ten (10) projects, where multiple team members worked together, if possible, illustrating the proposed team’s qualifications for performance pertaining to this project. The County does not request nor require an amount greater than ten (10) projects be submitted. Your firm will not be penalized if more than ten (10) projects are furnished as part of your submittal; however, submitting more than ten (10) projects will not provide your firm an advantage during the evaluation process.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.
C. Tab 2 - Statements and Documentation

1) Proof of licenses/certifications
2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: http://ccfcorp.dos.state.fl.us/index.html. Must be active status.
4) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable).
5) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Hernando, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management as well as Duke Energy and FDOT. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

E. Tab 4 - Key Personnel Statement

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

F. Tab 5 -
1. Acknowledgment of Addenda (if applicable).
2. W-9 Request for Taxpayer Identification Number and Certification
3. Section D Vendor References
4. Page 1, Signature Page of the RFP
5. Section F – Electronic Payment (ePayable) form

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

Information submitted with your letter of interest should include documentation to demonstrate your firm’s qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria listed in Item 3 of this Section. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, Annex Bldg, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.
10. PROPOSAL SUBMITTAL COPIES
Proposals shall be submitted in one (1) original paper document and three (3) electronic media copies CDs/DVDs or Travel Drives in PDF format. The preferred method is PDF conversion from the Proposer's source files (to minimize file size and maximize quality and accessibility) rather than scanning so that the County can open, print, read and save the PDF file you have created. To ensure consistency, the electronic copy should be ONE file document and in the same order as the paper original. If this is not possible, the electronic copy files should be in the same order as the paper copy, with a directory listing of the files.

Please note the evaluation committee will use the electronic media copies to review your submittal. Failure to include all information in the electronic media copies may have an impact on your evaluation scores.

Instructions for Providing Files in PDF Format to Pinellas County Government

Why does Pinellas County Government want all the documents as PDF files?

Answer- It's much more efficient to go paperless, and PDF is a universal file format that fits perfectly into government workflow processes.

How do I convert my files to PDF format?

Answer- If you have a program such as Adobe Acrobat, creating a PDF of any file is a simple print function. Rather than printing to a traditional printer, the file converts to a PDF format copy of your original. Any program (such as Word, PowerPoint, Excel, etc.) can be converted this way by simply selecting the print command and choosing PDF as the printer.

Should I scan everything and save as PDF?

Answer- Not unless you are scanning with OCR (optical character recognition). Scanning will create unnecessarily large files because a scan is just a picture of a page rather than actual page text. Furthermore, the result of scanning is that your pages will not look nearly as “clean” or professional as simply using the print to PDF method from the program from which the file originates. Additionally, since scan pages are pictures of text, not really text, they may not be considered accessible* under Federal ADA guidelines (*unless the scans are OCR).
SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

SEE EXHIBIT B OF THE AGREEMENT FOR REQUIREMENTS
SECTION D – VENDOR REFERENCES

Proposal Title: Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

Proposal Number: 167-0071-NC (SS)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: __________________________________________________________________________________

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: ___________________________________________________

BUSINESS ADDRESS: _______________________________________________________________________________

HOW LONG IN PRESENT LOCATION: __________________________________________________________________

TELEPHONE NUMBER: _______________________________ FAX NUMBER: ________________________________

TOTAL NUMBER OF CURRENT EMPLOYEES: ________ FULL TIME _________ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: __________

Please note that you must utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by you or any subcontractor’s during the contract term.

All references will be contacted by a County Designee via email, fax, mail or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

1
COMPANY NAME
CITY, STATE
CONTACT PERSON
TELEPHONE
FAX
EMAIL ADDRESS

2
COMPANY NAME
CITY, STATE
CONTACT PERSON
TELEPHONE
FAX
EMAIL ADDRESS

3
COMPANY NAME
CITY, STATE
CONTACT PERSON
TELEPHONE
FAX
EMAIL ADDRESS

4
COMPANY NAME
CITY, STATE
CONTACT PERSON
TELEPHONE
FAX
EMAIL ADDRESS
SECTION E – SCOPE OF WORK

Proposal Title: Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

Proposal Number: 167-0071-NC (SS)

A. OBJECTIVE:
Pinellas County is seeking proposals from professional Design/Build (D/B) firms interested in qualifying to provide professional services for design/build project delivery of the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail from John Chesnut Park to Enterprise Road in the City of Clearwater. The D/B firm will be selected in accordance with the guidelines established within Pinellas County’s CCNA and State of Florida selection procedures.

Using the Design Criteria Package and respective attachment documents as the overall framework for the project, the D/B firm will be responsible for the complete project that will provide a key connection to the Pinellas Trail.

The overall objective is to provide a fully connected, multi-modal pathway that links people to local service, jobs and educational opportunities. This North Segment of the Pinellas Trail Loop will provide a vital link to the emerging Southwest Coast Regional Trail and provides a cross state connection to the planned Coast to Coast Trail; this will result in the longest continuous trail in Florida.

B. BACKGROUND:
Pinellas County has been working with local and state partners to develop a Trail system to provide a safe multi-modal transportation facility. With the full support of city, state and private partners, the Trail Loop is now reduced to two gaps, the North Gap (Enterprise Rd to John Chesnut Park) and the South Gap (Haines Bayshore area to North Bay). In addition to the funding designated by the Pinellas County Capital Improvement Program, the County has been granted a Suntrail Grant award to assist in the completion of the North Gap.

C. SCOPE OF WORK:
Design Build firm to design and construct the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail Program from Enterprise Road to John Chesnut Park. The selected consultant will design; prepare plans; acquire permits; develop construction specifications; provide engineering services; develop a document of the complete approach to construct the North Segment of the Pinellas Trail; schematics and construct the facility. The scope of work includes completing all the design and 100% of the construction documents in keeping with the criteria spelled out in the Design Criteria Package.

The project consists of two phases, referred to herein as Phase 1 – Design and Phase 2 - Construction.

Phase 1 – Design Phase will include the following sub-phases:
- Program Verification
- Conceptual Design/Design Development
- Preparation of 60% complete Construction Documents
- Development of a Guaranteed Maximum Price (GMP) Proposal
- It is expected this phase will be completed within two hundred seventy (270) calendar days of receiving Notice to Proceed

Phase 2 will include:
- Preparation of 100% complete Construction Documents
- Acquisition of all required permits Construction of the Project and certification of same to the County prior to commencing instruction.
- Complete construction of the Project and certification of same in accordance with the Terms and Conditions of the Shared-Use Non-motorized (SUN) Trail Program Grant Agreement.
- It is expected the project will be completed within seven hundred thirty (730) calendar days of receiving Notice to Proceed for Phase 2
SECTION E – SCOPE OF WORK

D. REQUIRED DELIVERABLES:
1. All geometric, roadway, drainage, signalization and structural design plans required for the completion of this project.
2. Construction plans in AutoCad Civil 3D format using the current Pinellas County Kit. The plans shall be provided electronically, plus two (2) 11” x 17” paper prints.
3. All technical specifications required for construction.
4. Obtain all required approvals and necessary permits from governmental jurisdictions and certification of the same utilizing the form provided by the Florida Department of Transportation.
5. A Guaranteed Maximum Price (GMP) Proposal subsequent to the delivery and review of the 50% design plans and technical specification.
6. Construction of trail element in accordance with the GMP
7. As built plans

E. ESTIMATED BUDGET: $8M

F. ATTACHMENTS:
1. Design Build Agreement
2. Design Criteria Package
3. Location Map
4. Grant Application – for reference only
Electronic Payment (ePayables)

The Pinellas County Board of County Commissioners (County) offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

Would your company accept to participate in the ePayables credit card program?

☐ Yes  ☐ No

Company Name

Authorized Signature (for payment acceptance)

Printed Signature/Title/Department

Phone Number
W-9 REQUEST FOR TAXPAYER ID NUMBER AND CERTIFICATION

Request for Taxpayer Identification Number and Certification

Give form to the requestor. Do not send to the IRS.

Name (as shown on your income tax return):

Business name, if different from above:

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited Liability Company: Enter tax classification (I=individual, C=corporation, P=partnership) →
☐ Other (see instructions) → ☐ Exempt payee

Print or type:

Address (number, street, and apt. or suite no.):

City, state, and ZIP code:

List account number(s) here (optional):

Requester's name and address (optional):

Part I

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number or

Employer Identification number:

Part II

Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Signature of U.S. person →

Date →

*Instructions to Form W-9 available upon request.

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C. § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.
SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

Proposal No: 167-0071-NC (SS)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

<table>
<thead>
<tr>
<th>ADDENDA NO.</th>
<th>SIGNATURE/PRINTED NAME</th>
<th>DATE RECEIVED</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm’s proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County’s CCNA website at, [http://www.pinellascounty.org/purchase/CCNA.htm](http://www.pinellascounty.org/purchase/CCNA.htm)
NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. Thank you.

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. 167-0071-NC (SS) for Design Build - Pinellas Trail Loop North Segment – Shared Use Non-Motorized (SUN) Trail Program

Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal.

_____ We do not offer this product or service.

_____ Our schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond requirement.

_____ Specifications unclear (explain below).

_____ Unable to Meet Insurance Requirements.

_____ Remove Us from Your "Notification List" Altogether

_____ Other (specify below).

REMARKS:

________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________

________________________________________________________________________________________________________________________

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Consultants Notification List of Pinellas County.

COMPANY NAME: ____________________________________________________________

DATE: __________________________

SIGNATURE: _______________________

TYPED NAME OF ABOVE: ____________________________________________________

TELEPHONE: _______________________

FAX: ______________________________

EMAIL: ___________________________
DESIGN BUILD SERVICES AGREEMENT

RFP TITLE: Design Build – Pinellas Trail Loop North Segment
Shared Use Non-Motorized (SUN) Trail Program

RFP CONTRACT NO. 167-0071-NC (SS)

DESIGN BUILD FIRM:

AGREEMENT PREPARED BY
Department of Public Works
<table>
<thead>
<tr>
<th>EXHIBIT</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Performance and Payment Bond Forms</td>
</tr>
<tr>
<td>B</td>
<td>Insurance Requirements</td>
</tr>
<tr>
<td>C</td>
<td>Release and Affidavit Form</td>
</tr>
<tr>
<td>D</td>
<td>Design Builder Application for Payment Form</td>
</tr>
<tr>
<td>E</td>
<td>Change Order Form</td>
</tr>
<tr>
<td>F</td>
<td>Certificate of Substantial Completion Form</td>
</tr>
<tr>
<td>G</td>
<td>Final Payment Checklist</td>
</tr>
<tr>
<td>H</td>
<td>General Terms and Conditions</td>
</tr>
<tr>
<td>I</td>
<td>Supplemental Terms and Conditions</td>
</tr>
<tr>
<td>J</td>
<td>Design Criteria Package</td>
</tr>
<tr>
<td>K</td>
<td>Permits</td>
</tr>
<tr>
<td>L</td>
<td>Phase 1 and Phase 2 Project Design Milestones and Deliverables - Not Applicable</td>
</tr>
<tr>
<td>M</td>
<td>Design Professional, Engineers, &amp; Contractor</td>
</tr>
<tr>
<td>N</td>
<td>Guaranteed Maximum Price Amendment Agreement Form</td>
</tr>
<tr>
<td>O</td>
<td>Scope of Phase 1 Services</td>
</tr>
<tr>
<td>P</td>
<td>Scope of Phase 2 Services</td>
</tr>
<tr>
<td>Q</td>
<td>Phase 1 Compensation Schedule</td>
</tr>
<tr>
<td>R</td>
<td>Truth-in-Negotiation Certificate</td>
</tr>
<tr>
<td>S</td>
<td>Design Builder’s Key Personnel</td>
</tr>
<tr>
<td>T</td>
<td>Stored Materials Record</td>
</tr>
<tr>
<td>U</td>
<td>General Conditions Categories</td>
</tr>
<tr>
<td>V</td>
<td>Title VI Assurances</td>
</tr>
<tr>
<td>W</td>
<td>Additional Construction Terms and Conditions</td>
</tr>
</tbody>
</table>
PUBLIC NOTICE/LEGAL ADVERTISEMENT FOR THE REQUEST FOR QUALIFICATIONS

PUBLIC ANNOUNCEMENT AS REQUIRED BY THE CONSULTANTS
COMPETITIVE NEGOTIATIONS ACT, CHAPTER 287.055 FLORIDA STATUTES
DESIGN BUILD AGREEMENT

PINELLAS COUNTY, FLORIDA, ("Owner") by and through THE BOARD OF COUNTY COMMISSIONERS hereby contracts with ____________________________ ("Design Builder") of ________, Florida, a Florida corporation authorized and licensed to do business in the State of Florida, to perform all work and services in connection with the design and construction of the Pinellas County __________________________________________ Project"), as said work and services is set forth in this Agreement, the Plans and Specifications to be prepared by or for Design Builder as hereafter provided and all other Contract Documents hereafter specified (the "Work").

Owner and Design Builder, for the consideration herein set forth, agree as follows:

Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Design Criteria Package, the Exhibits described in Section 6 hereof, the Public Notice/Legal Advertisement, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") to be prepared by or for Design Builder, but only after said Construction Documents have been completed and approved in writing by Owner. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Design Builder at the Project site at all times during the performance of the Work.

B. Design Builder shall furnish Owner one (1) sealed copy, one (1) reproducible set, and one (1) CD of the Contract Documents. All copies of the Construction Documents required by Design Builder for execution of the Work shall be made by Design Builder at Design Builder’s sole cost and expense. Upon the completion or termination of this Agreement, as directed by Owner, Design Builder shall deliver to Owner copies or originals, as required by the Owner, of all records, documents, drawings, notes, tracings, plans, Auto CAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for Design Builder under this Agreement ("Project Documents"). Design Builder shall be solely responsible for all costs associated with delivering to Owner the Project Documents. Design Builder, at its own expense, may retain copies of the Project Documents for its files and internal use. Notwithstanding anything in this Agreement to the contrary and without requiring Owner to pay any additional fees, Design Builder hereby grants Owner a nonexclusive, irrevocable license in all of the Project Documents for Owner’s use on this Project. Design Builder warrants to Owner that it has full right and authority to grant this license to Owner. Further, Design Builder consents to Owner’s use of the Project Documents to complete the Project following Design Builder’s termination for any reason or to perform reconstruction, additions to or remodeling or renovations of the Project.

C. Nothing contained in the Contract Documents shall create a contractual relationship between Owner and any third party; however, it is agreed that Owner is an intended third party beneficiary of all contracts for design and engineering services, all subcontracts, purchase orders and other agreements relating to the Project between Design Builder and third parties. Design Builder shall incorporate the obligations of this Contract into its respective consultant agreements, subcontracts, supply agreements and purchase orders.
Section 2. Scope of Work.

The scope of the Work to be performed by Design Builder herein includes the design and construction as set out and described in the Contract Documents, including but not limited to all labor, services, materials and equipment as may be required to complete the Work in compliance with the Contract Documents.

This Project consists of the design, permitting, and construction of Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail from John Chesnut Park to Enterprise Road. The approximate alignment for this section is as shown in the attached Pinellas Trail Loop Alternate Alignment Study.

The Project consists of two phases, referred to herein as Phase 1 and Phase 2. Phase 1, described more specifically in the attached Exhibit O, will include the following sub-phases: Program Verification, Conceptual Design, Design Development, preparation of 60% complete Construction Documents, and development of the Guaranteed Maximum Price proposal. Phase 2, described more specifically in the attached Exhibit P, if authorized, will include the preparation of 100% Complete Construction Documents, completion of the Permit Phase, and the construction of the Project. Identified within Exhibit S are key personnel of the Design Builder’s subconsultants. Design Builder shall require all subconsultants to agree that any such key personnel who are assigned to the Project shall not be removed without Owner’s prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

Section 3. Contract Amount.

In consideration of the faithful performance by Design Builder of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Design Builder the following Phase 1 Fee and Guaranteed Maximum Price amounts (collectively herein "Contract Amount"), in accordance with the terms of this Agreement:

A. Phase 1. For all Phase 1 Services, including, but not limited to, preparation of the 60% complete Construction Documents, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with the Owner during the various design sub phases, preparing cost estimates and schedules, and providing the Guaranteed Maximum Price proposal. Design Builder shall receive the fixed amount of $______________ ("Phase 1 Fee") as the total lump sum compensation for all Phase 1 Services. Said lump sum amount shall be paid in accordance with the Phase 1 Compensation Schedule attached hereto as Exhibit Q.

The Guaranteed Maximum Price proposal shall be based upon the previous cost estimates provided by Design Builder as required hereunder. Further, the Guaranteed Maximum Price proposal shall be broken down into the categories and level of detail required by Owner. Design Builder agrees that all of its books, records and files, with respect to its development of the Guaranteed Maximum Price proposal, shall be open to Owner for review, examination and copying during normal business hours. The Guaranteed Maximum Price proposal shall include general condition expenses specified in the Guaranteed Maximum Price Amendment, and a profit markup not to exceed 5%. The Guaranteed Maximum Price shall be mutually agreed upon by Owner and Design Builder and shall be set forth in the Guaranteed Maximum Price Amendment. The form for the Guaranteed Maximum Price Amendment is attached hereto as Exhibit N. Design Builder guarantees that in no event shall the Design Builder’s total compensation exceed the Guaranteed Maximum Price, as the Guaranteed Maximum Price may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives.

B. Phase 2. With respect to Phase 2 Services to be provided by Design Builder hereunder, Owner shall pay Design Builder the fixed Guaranteed Maximum Price amount to be established in the Guaranteed Maximum Price Amendment to the Agreement provided in Phase 1. In the event Design Builder and Owner fail to reach an agreement on the Guaranteed Maximum Price Amendment, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1 Services earned through the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed.
Section 4. **Bonds.**

A. Concurrent with its execution of the Guaranteed Maximum Price Amendment, Design Builder shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, in the amount of 100% of the Guaranteed Maximum Price, the costs of which are to be paid by Design Builder. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies” circular. This circular may be accessed via the web at www.fms.treas.gov/c570/c570.html. Performance and Payment bonds shall be provided in accordance with Section 337.18(1), F.S. Should the Contract Amount be less than $500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Design Builder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Design Builder shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

C. At the time Design Builder executes this Agreement, Design Builder shall deliver to Owner proof, reasonably acceptable to Owner, of Design Builder’s ability to deliver the Performance and Payment bonds required hereunder.

---

Section 5. **Contract Time and Liquidated Damages.**

A. Time of Performance. Time is of the essence in the performance of the Work under this Agreement. The "Phase 1 Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Design Builder shall commence the Phase 1 Services portion of the Work within five (5) calendar days from the Phase 1 Commencement Date. Any Work performed by Design Builder prior to the Phase 1 Commencement Date shall be at the sole risk of Design Builder. The “Phase 2 Commencement Date” shall be established in the Guaranteed Maximum Price Amendment, except to the extent otherwise agreed to in writing by Owner. Design Builder shall commence the Phase 2 Services portion of the Work within five (5) calendar days after the Phase 2 Commencement Date. No portion of the Work, with respect to the Phase 2 Services to be provided hereunder shall be performed prior to the Phase 2 Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Phase 2 Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the “Contract Time”. The Contract Time is further discussed in Paragraph B below.

B. Because the Work is to be completed in two phases (i.e. Phase 1 and Phase 2), the timely completion of Phase 1 is critical to the timely completion of Phase 2 and, therefore, completion of the entire Project. Accordingly, Design Builder agrees to provide the Phase 1 Services in accordance with Exhibit O. With respect to the Phase 2 Services, the Guaranteed Maximum Price Amendment shall include the date that portion of the Work associated with the Phase 2 Services must be substantially completed by Design Builder. That Substantial Completion date shall be established in terms of calendar days after the Phase 2 Commencement Date. In the event Design Builder and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1 Services earned to the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. The entire Work shall be fully completed and ready for final acceptance by Owner within sixty (60) calendar days after the Substantial Completion Date. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Division Administrator or Department Director, as applicable, acting directly or through duly authorized representatives.
C. Liquidated Damages in General. Owner and Design Builder recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if the Work associated with the Phase 2 is not substantially completed within the Contract Time specified in the Guaranteed Maximum Price Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner’s damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Design Builder fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, One Thousand-Eight Hundred and Eighty Four dollars ($1,884.00) for each calendar day thereafter until Substantial Completion is achieved. Further, after Substantial Completion has been achieved, but Design Builder fails thereafter to achieve Final Completion within the required time period, Owner shall be entitled to assess and Design Builder shall be liable for all actual damages incurred by Owner as a result of such failure. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Certificate of Substantial Completion (after a Certificate of Occupancy has been issued by the local building official) pursuant to the terms hereof. Design Builder hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner’s actual damages at the time of contracting if Design Builder fails to Substantially or Finally Complete the Work within the required time periods.

D. Computation of Time Periods. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

E. Determination of Number of Days of Default. For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Owner will count default days in calendar days.

E. Right of Collection. The Owner has the right to apply any amounts due Design Builder under this Agreement or any other agreement between Owner and Design Builder, as payment on such liquidated damages due under this Agreement in Owner’s sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Design Builder, at Owner’s election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner. In the event Design Builder defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another Design Builder or its own forces, the Design Builder and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner. The Owner shall consider the Agreement complete when the Design Builder has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Design Builder in writing that the Work is complete. Once the Owner has approved and accepted the Work, Design Builder shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties. Design Builder shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Design Builder’s failure to fulfill all of its obligations under the Contract Documents. Owner’s recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Design Builder any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.
Section 6. Exhibits Incorporated.

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

- Exhibit A: Performance and Payment Bond Forms
- Exhibit B: Insurance Requirements
- Exhibit C: Release and Affidavit Form
- Exhibit D: Design Builder Application for Payment Form
- Exhibit E: Change Order Form
- Exhibit F: Certificate of Substantial Completion Form
- Exhibit G: Final Payment Checklist
- Exhibit H: General Terms and Conditions
- Exhibit I: Supplemental Terms and Conditions
- Exhibit J: Design Criteria Package
- Exhibit K: Permits
- Exhibit L: Phase 1 and Phase 2 Project Design Milestones and Deliverables - Not Applicable
- Exhibit M: Design Professional, Engineers, & Contractor
- Exhibit N: Guaranteed Maximum Price Amendment Agreement Form
- Exhibit O: Scope of Phase 1 Services
- Exhibit P: Scope of Phase 2 Services
- Exhibit Q: Phase 1 Compensation Schedule
- Exhibit R: Truth-in-Negotiation Certificate
- Exhibit S: Design Builder’s Key Personnel
- Exhibit T: Stored Materials Record
- Exhibit U: General Conditions Categories
- Exhibit V: Title VI Assurances
- Exhibit W: Additional Construction Terms and Conditions

Section 7. Notices

A. All notices required or made pursuant to this Agreement by the Design Builder to the Owner shall be deemed duly served if delivered by U.S. Mail or private delivery service, addressed to the following:

If to the Owner:
Ken Jacobs
Transportation Division Director, Public Works
22211 U.S. Hwy 19
Clearwater, Florida

With a copy to:
Pinellas County

If to the Design Builder:

With a copy to:

B. Either party may change its above noted address by giving ten (10) days written notice to the other party in accordance with the requirements of this Section.

Section 8. Modification.

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.
Section 9. Successors and Assigns.

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

Section 10. Governing Law and Venue.

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of any dispute by and between the parties, the exclusive jurisdiction and venue for any such proceeding shall be Pinellas County, Florida.

Section 11. No Waiver.

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

Section 12. Entire Agreement.

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

Section 13. Severability.

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.


The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner’s Purchasing Policy and accompanying administrative procedures and paragraph 10.6 and 33.2 of Exhibit H, General Terms and Conditions.

Section 15. Construction.

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as “fortius contra proferentum” (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

Section 16. Order of Precedence

In the event of any conflict between or among the terms of any of the Contract Documents, the following order of precedence shall be followed:

- Change Orders
- Addendums
- Special Technical Specifications
- Supplemental Specifications
- Exhibit N, Guaranteed Maximum Price Amendment
- General Terms and Conditions except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions.
- County Standard Specifications
- Large Scale Details and Schedules
- The Drawings

To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Order of Precedence, Supplemental Conditions, if any, shall take precedence or the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Design Builder at Owner’s discretion.
IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DESIGN BUILDER

By: 
Print Name: 
Title: 
Date: 

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: 

APPROVAL AS TO FORM:

By: Office of the County Attorney
EXHIBIT A  
BOND NO. _____________________________

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That ________________________________________________________, as Principal,

And ________________________________________________________, as Surety,

located at:

__________________________________________________________

(Business Address)

are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligee in the sum of

$__________________________________________________________

__________________________________________________________ DOLLARS ($_________________) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for BID NO. 167-0071-NC (SS), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys’ fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.
4. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety’s obligation under this bond.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

Rev 07-2016  CCNA Design Build Agreement  A1
By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this _______ day of ______________________, 20____, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

_____________________________________
Witness as to Principal

_____________________________________
Witness as to Principal

PRINCIPAL:

_____________________________________
(Authorized Signature)

_____________________________________
(Print Name)

_____________________________________
(Title)

_____________________________________
(Business Address)
STATE OF FLORIDA

COUNTY OF ___________________

The forgoing instrument was acknowledged before me this ______________________ ___________________
by ______________________________________________________________________________________
of ____________________________, a _______________________________________________________
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as
identification and who did (did not) take an oath.

Notary: _______________________________

Print Name: _______________________________

Commission Number: _______________________________

My commission expires: _______________________________
BOND NO.___________________

SURETY:

_____________________________________
_____________________________________
_____________________________________

(Witness as to Surety)

_____________________________________

(Authorized Signature)

_____________________________________

(Print Name)

_____________________________________

(Title)

_____________________________________

(Business Address)

-OR-

_____________________________________

(Witness as to Attorney In Fact)

(Signature As Attorney In Fact)

(Attach Power of Attorney)

_____________________________________

(Print Name)

_____________________________________

(Title)
(Business Address)

(Telephone Number)

STATE OF FLORIDA
COUNTY OF ________________________

The forgoing instrument was acknowledged before me this ________________________ by
_____________________________________________________________________

_____________________________________________________________________

Notary: ______________________________

Print Name: _______________________________

Commission Number: _______________________________

My commission expires: _______________________________
PAYMENT BOND

BY THIS BOND, We, ________________________________________________________________

(hereinafter called the (“Principal”) and __________________________________________________________

(hereinafter called the (“Surety”), located at __________________________________________________________

a surety insurer chartered and existing under the laws of the State of __________________ and authorized to do business
in the State of Florida, are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County
(hereinafter called the "Owner") in the sum of

§ __________________________________________________________

________________________________________________ DOLLARS ($ ____________________________)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly
and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for BID NO. 167-0071-NC (SS), said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes,
supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal
in the prosecution of the work provided for in the Contract; and

2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including appellate
proceedings, that the Owner sustains because of a default by the Principal in contravention to the
Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then
this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities
connected with the said Contract or alterations which may be made in the terms of the said Contract,
or in the work to be done under it, or the giving by the Owner of any extension of time for the
performance of the said Contract, or any other forbearance on the part of the Owner or Principal to
the other, shall not in any way release the Principal and the Surety, or either of them, their heirs,
personal representatives, successors or assigns from liability hereunder, notice to the Surety of any
such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements
set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).
By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE _____________ DAY OF ________________________, 20________

(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney)

Signed, sealed and delivered

In the presence of:

_____________________________________

Witness as to Principal

_____________________________________

Witness as to Principal

PRINCIPAL:

_____________________________________

(Authorized Signature)

_____________________________________

(Print Name)

_____________________________________

(Title)

_____________________________________

(Business Address)
STATE OF FLORIDA
COUNTY OF ___________________

The forgoing instrument was acknowledged before me this ________________________________
by ____________________________________________________________
of ____________________________, a __________________________________
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver’s License as
identification and who did (did not) take an oath.

Notary:________________________________

Print Name: ____________________________

Commission Number: ______________________

My commission expires: ______________________
BOND NO.____________________

SURETY:

_____________________________________

_____________________________________

_____________________________________

(Authorized Signature)

Witness as to Surety

_____________________________________

_____________________________________

_____________________________________

(Print Name)

Witness as to Surety

_____________________________________

_____________________________________

_____________________________________

(Title)

-BOR-

Witness as to Attorney In Fact

_____________________________________

(Signature As Attorney In Fact)

(Attach Power of Attorney)

_____________________________________

(Print Name)

Witness as to Attorney In Fact

_____________________________________

_____________________________________

_____________________________________

(Title)
STATE OF FLORIDA

COUNTY OF ________________

The forgoing instrument was acknowledged before me this ________________

by __________________________________________________________________________________

of_____________________________, a ____________________________________________________

Corporation, on behalf of the Corporation.  He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:_____________________________

Print Name:________________________

Commission Number:_________________

My commission expires:_________________
EXHIBIT B

INSURANCE REQUIREMENTS

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

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County’s indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer’s indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. The County declares its indemnification requirements as non-negotiable.

3. INSURANCE:
   a) If Design Builder does not currently meet insurance requirements, Design Builder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
   b) Within 10 days of contract award and prior to commencement of work, Design Builder shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Design Builder include the unique identifier, which will be supplied by the County’s Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.
   c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the contract period.
   d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Design Builder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida, State of Florida Department of Transportation, Duke Energy Transmission, Duke Energy Distribution, Clearwater Gas, Verizon, WOW, Bright House – Manatee, Bright-House Networks, LLC, and Tampa Bay Water as an Additional Insured.
   e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Design Builder to the County and the State of Florida Department of Transportation at least thirty (30) days prior to the expiration date.
(1) Design Builder shall also notify County and the State of Florida Department of Transportation within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change(s) in Policies or coverages required herein that would cause Design Builder to become out of compliance with the insurance requirements and terms described herein; received by said Design Builder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756; Nothing contained herein shall absolve Design Builder of this requirement to provide notice.

(2) Should the Design Builder, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County, Duke Energy, and FDOT and charge the Design Builder for such purchase or offset the cost against amounts due to Design Builder for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

f) The County reserves the right, but not the duty, to review and request a copy of the Contractor’s most recent annual report or audited financial statement.

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

(1) All subcontracts between Design Builder and its subcontractors shall be in writing and may be subject to the County’s prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Design Builder to the same extent Design Builder 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 Design Builder to the County at the election of Owner upon termination of the Contract; (3) provide that Pinellas County, and the State of Florida Department of Transportation, will be an additional indemnified party of the subcontract; (4) provide that the Pinellas County, a political subdivision of the State of Florida, The State of Florida Department of Transportation, Duke Energy Transmission, Duke Energy Distribution, Clearwater Gas, Verizon, WOW, Bright House – Manatee, Bright-House Networks, LLC, and Tampa Bay Water will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of Pinellas County and The State of Florida Department of Transportation and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Design Builder 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 Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

h) 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. If Design Builder is a Joint Venture, Certificate of Insurance and named insured must show Joint Venture legal entity name and the Joint Venture must comply with the requirements of this Agreement with regard to limits, terms and conditions, including completed operations coverage.

(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 Contractor.

(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) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County’s Self-Insured Retentions of whatever nature.

(5) All policies shall be written on a primary, non-contributory basis.
(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Design Builder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Design Builder, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Design Builder to be in default and take such other protective measures as necessary.

(7) Design Builder will ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers’ Compensation law.

(8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County and the State of Florida Department of Transportation from both the Design Builder and subcontractor(s).

i) Pursuant to Section 14. of the FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT between The State of Florida Department of Transportation and Pinellas County 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

<table>
<thead>
<tr>
<th>Limit</th>
<th>Florida Statutory</th>
</tr>
</thead>
<tbody>
<tr>
<td>Employers’ Liability Limits</td>
<td></td>
</tr>
<tr>
<td>Per Employee</td>
<td>$500,000</td>
</tr>
<tr>
<td>Per Employee Disease</td>
<td>$500,000</td>
</tr>
<tr>
<td>Policy Limit Disease</td>
<td>$500,000</td>
</tr>
</tbody>
</table>

(2) Commercial General Liability Insurance (ISO FORM CG 00 01 or no less restrictive than the latest occurrence form) including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. There shall be no Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion. Policy must include Project Specific General Aggregate Limit endorsement CG 25 03 or similar.

<table>
<thead>
<tr>
<th>Limits</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Per Occurrence</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Products/Completed Operations Aggregate</td>
<td>$2,000,000</td>
</tr>
<tr>
<td>Personal Injury and Advertising Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

(3) Business Automobile or Trucker’s/Garage Liability Insurance covering owned, hired, and non-owned vehicles including loading and unloading coverage. If the Design Builder does not own any vehicles, then evidence of Hired and Non-owned coverage under Commercial General Liability is sufficient. Coverage shall be on an “occurrence” basis. Insurance is to include coverage for loading and unloading hazards, unless Design Builder can show that this coverage exists under the Commercial General Liability policy.

<table>
<thead>
<tr>
<th>Limit</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Combined Single Limit Per Accident</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>
(4) **Excess or Umbrella Liability Insurance** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

<table>
<thead>
<tr>
<th>Each Occurrence</th>
<th>$4,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$4,000,000</td>
</tr>
</tbody>
</table>

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

(6) **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”, Design Builder 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

<table>
<thead>
<tr>
<th>Each Occurrence or Claim</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

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

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

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

3) Cost of Cleanup/Remediation.

Limits

<table>
<thead>
<tr>
<th>Per Claim or Occurrence</th>
<th>$1,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Aggregate</td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

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

RELEASE AND AFFIDAVIT FORM

COUNTY OF _________________)
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared ______________________________________
_________________________ who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $___________________________ paid,
______________________________________ ("Design Builder") releases and waives for itself and its subcontractors,
material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort,
against the Board of County Commissioners of Pinellas County, Florida, relating in any way to the performance of the
Agreement between Design Builder and Owner dated _________________, 20___ for the period from
____________________ to _______________________, excluding all retainage withheld and any pending claims or
disputes as expressly specified as follows:
_______________________________________________________________________.

(2) Design Builder certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for
labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand
against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Design Builder agrees to indemnify, defend and save harmless Owner from
all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the
performance by Design Builder of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design Builder's [monthly/final] Application for Payment No.
______.

DESIGN BUILDER

BY: ________________________________________

_______________________________
ITS: President

_____________________________________
DATE: _______________________________

Witnesses

STATE OF _________________
COUNTY OF _________________

The foregoing instrument was acknowledged before me this _____ day of _________________________, 20___,
by _______________________________________, as __________________ of
________________________________________, a _______________ corporation, on behalf of the corporation. He/she is
personally known to me or has produced ____________________________________________ as identification and did
did not) take an oath.

My Commission Expires: ______________________________

(Signature of Notary)

NAME: _______________________________________

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of __________________________
Commissioner No.: __________________________
EXHIBIT D

FORM OF CONTRACT APPLICATION FOR PAYMENT (PHASE 1)

__________________________________________ (County Project Manager)  Contract No.__________
__________________________________________ (County Department)
Pinellas County Board of County Commissioners (the OWNER)  Project No.__________
Application Date __________

Payment Application No. __________

FROM: _________________________ (Design Builder’s Representative) _________________________ (Design
Builder’s Name)
_________________________ (Design Builder’s Address)  _________________________
RE: _______________________________________________________________ (Project Name)

Original Contract Time ________________   Revised Contract Time   ________________

Original Contract Amount  $______________
Total Net Changes  $______________
Revised Contract Amount:  $______________

Total Completed and Stored to Date  $______________

Less Previously Paid  $______________

AMOUNT DUE THIS APPLICATION:  $______________

Percent Work completed to Date:  _____________%
Percent Contract Time completed to Date  _____________%
Liquidated Damages to be Accrued  $______________
From (Contractor Name)

Pinellas County Department

Payment Application Number
Purchase Order Number

Payment Period From: ________________________ to ________________________

<table>
<thead>
<tr>
<th>Change Order #</th>
<th>Date Approved</th>
<th>Additions</th>
<th>Deductions</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Original Agreement Amount $____________
Net Change by Change Order $____________
Agreement Sum to Date $____________
Total Completed to Date $____________
Stored Materials to Install $____________
TOTAL $____________
Retainage ___________ %
Total Earned Less Retainage $____________
Less Previous Payments $____________
Current Payment Due $____________

I certify that the payment requested is in accordance with the terms of the agreement dated ____________, and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of ______________ paid, ______________ (“Contractor”) releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims, demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County (“County”) relating in any way to the performance of the agreement between contractors and owner, dated ______________ for the period from ______________ to ______________.

___________________ (“Contractor”) releases Pinellas County Public Works and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims, demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County (“County”) relating in any way to the performance of the agreement between contractors and owner, dated ______________ for the period from ______________ to ______________.

APPLICATION FOR PAYMENT APPROVED BY:
Consultant or Design Professional/Engineer of Record

Pinellas County ________ (Dept) Engineering Project Manager

Pinellas County Public Works

Director of ______________ (Dept)

Contractor                                                 Date
DESIGN BUILDER’S CERTIFICATION: The undersigned DESIGN BUILDER certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of DESIGN BUILDER incurred in connection with Work covered by any and all prior Applications for Payment; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) DESIGN BUILDER has only included amounts in this Application for Payment properly due and owing and DESIGN BUILDER has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

By DESIGN BUILDER: ___________________________ (Design Builder’s Name)  
__________________________________________ Date____________________ 
(Signature)  
___________________________________________ (Type Name & Title)  
(shall be signed by a duly authorized representative of DESIGN BUILDER)  

SWORN TO (or affirmed) and subscribed before me this ______ day of ______, 20__, by __________________ of FIRM NAME, a Florida corporation on behalf of the corporation. He is personally known to me or has produced __________________________ as identification.  

________________________________________ (Signature)  
__________________________________________ (Printed Name)  
NOTARY PUBLIC, STATE OF FLORIDA  
__________________________________________ (Commission Expiration Date)  

Payment to the DESIGN BUILDER for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER’S Project Manager: ___________________________  
(Signature)  
Date: ___________________________ (Type Name and Title)
EXHIBIT E

CHANGE ORDER

CHANGE ORDER NO. ___________  CONTRACT NO. ___________

TO: _______________________
     _______________________
     _______________________
     _______________________

DATE: _________________

PROJECT NAME: ________________________________

PROJECT NO.: __________

Under our AGREEMENT dated ____________________.

******************************************************************************

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

For the (Additive) (Deductive) Sum of: ________________________($_______________).

Original Agreement Amount $_______________

Sum of Previous Changes $_______________

This Change Order (Add) (Deduct) $_______________

Present Agreement Amount $_______________

The time for completion shall be (increased/decreased) by _______ calendar days due to this Change Order. Accordingly, the Contract Time is now _______ (_____) calendar days and the Substantial Completion date is ______________. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: _______________________

Rev 07-2016  CCNA Design Build Agreement  E1
# CERTIFICATE OF SUBSTANTIAL COMPLETION

<table>
<thead>
<tr>
<th>Project Name:</th>
<th>County Project No.:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Owner:</td>
<td>County’s Bid No.:</td>
</tr>
<tr>
<td>Project Contractor:</td>
<td>Date of Contract:</td>
</tr>
</tbody>
</table>

This Certificate of Substantial Completion Applies to:

- All work under the Contract Documents: [ ]
- The following specific portions: [ ]

Date of Substantial Completion

The Work performed under this Contract has been reviewed and found that the County appears to have substantial use of the project area. The Date of Substantial Completion of the Project or portion thereof designated above will be recommended to the Board of County Commissioners for purposes of establishing a date associated with liquidated damages and does not constitute a final acceptance of the Work.

Once the Contractor has performed their own quality control inspection, and upon written request from the Contractor, the County will perform a walk through inspection and develop a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties will be the date of final payment unless otherwise defined in the contract.

Should the Contractor fail to complete the items identified on the list within ____ days of receiving the list from the County, the recommendation of Substantial Completion may be withdrawn and the Contractor will be subject to liquidated damages as defined in the Contract and/or determined by the Board of County Commissioners.

The responsibilities between COUNTY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be provided in the Contract Documents except as amended as follows:

- [ ] Amended Responsibilities
- [ ] Not Amended

County’s Responsibilities:

Contractor’s Responsibilities:

The following documents are attached to and made part of this certificate:

This certificate does not constitute a final acceptance of the Work nor is it a release of Contractor’s obligation to complete the Work in accordance with the Contract Documents, regardless if the items were excluded from the list of items to be completed or corrected from the County’s inspection activities/walk through. The agreement/contract will be considered complete when all Work has been completed as determined by the Engineer and has been accepted by the Board of County Commissioners.

Prepared by Pinellas County Construction Project Administrator | Date
---|---
Accepted by Contractor | Date
Accepted by PC Construction Management Division | Date
FINAL PAYMENT CHECKLIST

Bid No.: Project No.: Date: , 20

Design Builder: 

The following items have been secured by the for the Project known as and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: Final Contract Amount:

Commencement Date:

Substantial Completion Time as set forth in the Agreement: Calendar Days. Actual Date of Substantial Completion: .

Final Completion Time as set forth in the Agreement: Calendar Days. Actual Final Completion Date: .

YES NO

1. All Punch List items completed on 

2. Warranties and Guarantees assigned to Owner (attach to this form). 

3. Effective date of General one year warranty from Design Builder is: 

4. 2 copies of Operation and Maintenance manuals for equipment and system submitted (list manuals in attachment to this form). 

5. As-Built drawings obtained and dated: 

6. Owner personnel trained on system and equipment operation. 

7. Certificate of Occupancy No.: issued on (attach to this form). 

8. Certificate of Substantial Completion issued on 

9. Final Payment Application and Affidavits received from Design Builder on: 

10. Consent of Surety received on 

11. Operating Department personnel notified Project is in operating phase. 

12. All Spare Parts or Special Tools provided to Owner: 

13. Finished Floor Elevation Certificate provided to Owner: 

14. Other: 

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

Acknowledgments:

By Design Builder: (Company Name) (Signature) (Typed Name & Title)

By Owner: (Department Name) (Signature) (Name & Title)
EXHIBIT H

GENERAL TERMS AND CONDITIONS

1. INTENT OF CONTRACT DOCUMENTS.

1.1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be designed and constructed by Design Builder in accordance with the Contract Documents. Any work, services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work Design Builder discovers a conflict, error or discrepancy in the Contract Documents, Design Builder immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Design Builder to consult directly with another professional, if any, involved with the Project as directed by Owner. Design Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design Builder with the Contract Documents before commencing any portion of the Work.

1.3. Construction Documents approved by Owner are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Design Builder shall be required to comply with the provisions identified in Section 16 of the Agreement, “Order of Precedence”. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

2. INVESTIGATION AND UTILITIES.

2.1. Subject to Section 2.3 below, Design Builder shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design Builder to acquaint itself with any applicable conditions shall not relieve Design Builder from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design Builder shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Design Builder shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design Builder shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design Builder shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. The Design Builder is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).
2.3 Notwithstanding anything in the Contract Documents to the contrary, or schedule delays associated with relocation of utilities by owners or 3rd parties outside of this Agreement, the Design Builder assumes all risks with respect to the conditions which are encountered at the Project site, including all (i) subsurface or otherwise concealed physical conditions whether or not they differ materially from those indicated in the Contract Documents and (ii) unknown physical conditions of any nature, whether or not they differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Design Builder will not be entitled to any adjustment to the Guaranteed Maximum Price or the Contract Time as a result of any site conditions encountered, except for hazardous materials as set forth in Section 9.4 below. It is the specific intention of the Parties that Design Builder will propose and perform as part of its Phase 1 Services any necessary investigation and testing and allowance for any and all utility relocation schedules that Design Builder deems necessary to assume such risk.

3. SCHEDULE.

3.1 The Design Builder, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Project Manager, for his or her review and approval, a progress schedule for the Project. Said schedule shall include but not be limited to an overall progress schedule for all portions of the design and construction of the Project ("Master Project Schedule"). The Master Project Schedule shall (i) relate to all Work required by the Contract Documents, (ii) utilize the Critical Path method of scheduling, (iii) shall provide for expeditious and practicable execution of the Work within the Contract Time, and (iv) be in such form and level of detail as may be required by Owner. The Master Project Schedule shall indicate the dates for starting and completing the various stages of the Work, including the Phase 1 Services to be provided by Design Builder.

3.2 The Master Project Schedule shall be updated monthly by the Design Builder or as specified in the Supplemental Terms and Conditions (if any) attached to the Agreement as Exhibit I. All monthly updates to the Master Project Schedule shall be subject to the Project Manager's review and approval. Design Builder shall submit the updates to the Master Project Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted monthly Master Project Schedule updates shall be a condition precedent to the Owner's obligation to pay Design Builder.

3.3 All Work under this Agreement shall be performed in accordance with the requirements of all Pinellas County Noise Ordinances then in effect. Unless otherwise specified, The Work days at the Project site will generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No Work at the Project site shall be performed outside the specified hours without the prior approval of the Project Manager. Design Builder must comply with all applicable laws, including, but not limited to, the County noise ordinance. Request for permission to Work must be received by the Project Manager no less than twenty-four (24) hours prior to the Work day.

3.3. Holiday Work Schedule Requirements:
No Work will be permitted on:
- New Year's Day
- President's Day
- First Wednesday of May/Subject to change
- Independence Day
- Thanksgiving Day
- Christmas Day

When approval is granted in accordance with the provisions stated above, Work will be allowed on:
- Martin Luther King, Jr. Day
- Memorial Day
- Labor Day
- Veterans Day
- Friday after Thanksgiving Day
If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

The Design Builder shall pay to the County, as reimbursement of costs incurred by the County, the sum of $ per man day for each Saturday and Sunday on which the Design Builder Works.

The Design Builder shall pay to the County, as reimbursement of costs incurred by the County, the sum of $ per man day for each recognized Holiday on which the Design Builder Works.

Design Builder’s payment to the County for working outside the Work day hours, as specified herein, shall be made by identifying the sums described above as a credit item on the Design Builder’s invoice.

4. PROGRESS PAYMENTS.

4.1 Design Builder’s Applications for Payment shall be in the form attached to the Agreement as Exhibit D. Design Builder shall not submit more than one Application for Payment each month.

4.2 At the time it submits its Guaranteed Maximum Price proposal to Owner, Design Builder also shall submit to Owner, for its review, a Schedule of Values based upon the Guaranteed Maximum Price proposal; all in C.S.I. format, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated Guaranteed Maximum Price and as approved by Owner, will be attached to the Guaranteed Maximum Price Amendment and shall be used as the basis for Design Builder’s monthly Applications for Payment thereafter. The revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Owner by Design Builder along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit D.

4.3 When Design Builder submits its Guaranteed Maximum Price proposal to Owner, Design Builder shall provide to the Project Manager a list of its Subcontractors and materialmen showing the work and materials involved and the dollar amount of each subcontract and purchase order. Design Builder acknowledges and agrees that any modifications to the list of Subcontractors and any subsequently identified Subcontractors are subject to Owner’s prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Design Builder may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Design Builder has furnished Owner certified copies of the receipts evidencing the premium paid by Design Builder for the bonds.

4.4. Unless expressly approved by Owner in advance and in writing, said approval at Owner’s sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, and such payment and storage have been agreed to by Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each subsequent Application for Payment, Design Builder also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record attached hereto and made a part hereof as Exhibit T.
4.5. Design Builder shall submit a draft copy of its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner. After the Project Manager has reviewed and approved or corrected the draft, the Design Builder shall forward an electronic copy of the final version to Pinellas County's Finance Department (e-mail address to be confirmed upon execution of this Agreement). Payments of proper invoices in the amounts approved shall be processed in accordance with Section 218.735, Florida Statutes “Local Government Prompt Payment Act” and the administrative procedures established by the County’s Purchasing Department and the Clerk of Court’s Finance Department respectively. In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Design Builder may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Design Builder the amounts so approved.

4.6. During Phase 2 only, Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Project Manager for payment, whichever is less. Such sum shall be accumulated and not released to Design Builder until final payment is due unless otherwise agreed to by the Owner.

4.7. Monthly payments to Design Builder shall in no way imply approval or acceptance of Design Builder’s Work.

4.8. Each Application for Payment, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Design Builder’s receipt of payment in full for all materials, labor, services, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner’s sole discretion, Design Builder shall also submit a Release and Affidavit in the form attached as Exhibit C acknowledging that each Subconsultant, Subcontractor, sub-subcontractor or supplier has been paid in full through the previous month’s Application for Payment (for which the Design Builder has actually been paid). The Owner shall not be required to make payment until and unless these affidavits are furnished by Design Builder. Further, if Design Builder is withholding any portion of a payment to any subcontractor, supplier or subconsultant for any labor, services, equipment or materials for which Owner has paid Design Builder, Design Builder agrees to refund such money to Owner upon demand by Owner.

4.9. Notwithstanding anything in the Contract Documents to the contrary, Design Builder acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Design Builder shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Design Builder all amounts that Owner does not dispute are due and payable.

5. PAYMENTS WITHHELD.

5.1. The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Design Builder under this Agreement or any other agreement between Owner and Design Builder, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design Builder to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design Builder; or (g) any other material breach of the Contract Documents by Design Builder.

5.2. If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Design Builder's expense. Provided, however, in the event of an emergency, Owner shall not be required to provide Design Builder any written notice prior to rectifying the situation at Design Builder's expense. Owner also may offset against any sums due Design Builder the amount of any liquidated or non-liquidated obligations of Design Builder to Owner, whether relating to or arising out of this Agreement or any other agreement between Design Builder and Owner.
6. **FINAL PAYMENT.**

6.1. Owner shall make final payment to Design Builder in accordance with Florida Statutes Section 218.735 and the administrative procedures established by the County's Purchasing Department and the Clerk of Court's Finance Department after the Work is finally inspected and accepted by Project Manager as set forth in Section 20.1 herein, provided that Design Builder first, and as an explicit condition precedent to the accrual of Design Builder's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of final payment and final retainage, the Design Builder's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2. Design Builder's acceptance of final payment shall constitute a full waiver of any and all claims by Design Builder against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Design Builder as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Design Builder hereunder or to the recovery of damages for defective Work not discovered by the Project Manager at the time of final inspection.

7. **SUBMITTALS AND SUBSTITUTIONS.**

7.1. Design Builder shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. It is Design Builder's obligation to confirm and Design Builder will be deemed to have certified to Owner that all submittals reviewed and approved by it fully comply with all requirements of the Contract Documents. During Phase 1, Design Builder shall prepare and submit to Owner, for Owner's approval, procedures for Design Builder's handling and processing of submittals. Owner shall identify, in its sole discretion, which submittals must be submitted to Owner for its approval. Further, Design Builder shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. To the extent that a submittal requires Owner's approval as set forth above, Design Builder shall also carefully review and certify to Owner the accuracy and completeness of such shop drawings and other submittals and then forward the same to Owner for its review and approval. In such case, Owner will transmit them back to Design Builder who will then issue the submittals to the affected subcontractor for fabrication or revision. Design Builder shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. At Owner's request, copies of submittals and/or Design Builder's responses will be provided to Owner. At the completion of the project, the Design Builder will provide the Owner with a complete set of approved submittals in scanned format on CDs.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Design Builder to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Design Builder and all such requests, to the extent possible, must be submitted by Design Builder to Project Manager prior to the execution of the Guaranteed Maximum Price Amendment, unless otherwise mutually agreed in writing by Owner and Design Builder.
7.3. If Design Builder wishes to furnish or use a substitute item of material or equipment, Design Builder shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design Builder's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Design Builder to furnish at Design Builder's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design Builder may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Design Builder submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5. The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Owner shall be the sole judge of the acceptability of any substitute. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by either a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Design Builder to furnish at Design Builder's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Design Builder and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Design Builder shall reimburse Owner costs of evaluating each proposed substitute.

7.6. Notwithstanding anything in the Contract Documents to the contrary, Design Builder expressly acknowledges and agrees that Owner's review or approval of any design documents submitted by Design Builder, including but not limited to any submittals as described herein, shall not relieve Design Builder of its responsibilities or liabilities for design hereunder. Notwithstanding anything in the Contract Documents to the contrary, Design Builder further expressly acknowledges and agrees that any such review or approval shall not be deemed as Owner's approval of any deviations to such design documents unless such deviation is expressly brought to Owner's attention by Design Builder in writing and Owner expressly approves such deviation in writing.

8. DAILY REPORTS, AS-BUILTS AND MEETINGS.

8.1. Design Builder shall prepare and maintain a daily log of the work on the job site. The daily log records shall be kept current and available for Owner's review. The daily log shall document activities at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Design Builder's and its subcontractors' and subconsultants' personnel;

8.1.4. The number of Design Builder's and Subconsultant's and Subcontractor's personnel present and working at the Project site, by subcontract and trade;
8.1.5. All equipment present at the Project site, description of equipment use and designation of time
equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site;

8.1.9. A list of all visitors to the Project

8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Design Builder to
Owner pursuant to the Contract Documents.

8.2. Design Builder shall maintain in a safe place at the Project site one record copy of the Contract
Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change
Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications
issued by the Owner, in good order and annotated to show all changes made during construction. The
annotated drawings shall be continuously updated by the Design Builder throughout the prosecution of the
Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes
resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried
installations of piping, conduit and utility services. All buried and concealed items, both inside and outside
the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to
not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall
be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a
contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart
of all approved shop drawings shall be available to the Project Manager for reference. Upon completion of
the Work and as a condition precedent to Design Builder’s entitlement to final payment, these "As-Built"
record documents, samples and shop drawings (along with electronic copies on CDs) shall be delivered to
Project Manager by Design Builder for Owner.

8.3. Design Builder shall keep all records and supporting documentation which concern or relate to the
Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date
final payment is made or such longer period as may be required by law, whichever is later. Owner, or any
duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such
records and documentation as often as they deem necessary during the period of this Agreement and
during the document retention period noted above; provided, however, such activity shall be conducted
only during normal business hours.

8.4 Design Builder shall advise Owner, Project Manager and their representatives of their requested
or required participation in any meeting or inspection giving each at least one week written notice unless
such notice is made impossible by conditions beyond Design Builder’s fault and control, in which case at
least 48 hours prior written notice must be given.

9. CONTRACT TIME AND TIME EXTENSIONS.

9.1. Design Builder shall diligently pursue the completion of the Work and coordinate the Work being
done on the Project by its subconsultants, subcontractors and material-men, as well as coordinating its
Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed
or impaired by any act or omission by Design Builder or anyone for whom Design Builder is liable. Design
Builder shall be solely responsible for all construction means, methods, techniques, sequences, and
procedures, as well as coordination of all portions of the Work under the Contract Documents, and the
coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.
9.2. Should Design Builder be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design Builder, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Design Builder shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design Builder may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Design Builder of its duty to perform or give rise to any right to damages or additional compensation from Owner. Design Builder expressly acknowledges and agrees that it shall receive no damages for delay. Design Builder's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4 Notwithstanding anything contained within Section 2.3 to the contrary, if Design Builder encounters on the Project site any materials reasonably believed by Design Builder to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Design Builder immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Guaranteed Maximum Price and Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Notwithstanding the foregoing sentences in this Section 9.4, if the hazardous material encountered was generated or caused by Design Builder or any of its employees, agents, subconsultants, subcontractors, or material suppliers, no adjustment to the Contract Time or Guaranteed Maximum Price shall be made and Design Builder shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material. Design Builder will coordinate and cooperate with any person or entity who is hired to perform any hazardous material mitigation services.

9.5 In no event shall any approval by Owner authorizing Design Builder to continue performing Work under this Agreement or any payment issued by Owner to Design Builder be deemed a waiver of any right or claim Owner may have against Design Builder for delay damages hereunder.

10. CHANGES IN THE WORK.

10.1. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly, but in no event more than 10 days after being notified of a change, Design Builder shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Design Builder for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Design Builder for such items and (ii) an admission by Design Builder that such items are in fact not a change but rather are part of the Work required of Design Builder hereunder.

10.2. A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Design Builder and Owner concerning the requested changes. Design Builder shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Design Builder shall mutually agree.
10.3. If Owner and Design Builder are unable to agree on a Change Order for the requested change, Design Builder shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Design Builder disagrees with the Owner's adjustment determination, Design Builder must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change is approved by Owner which results in an increase to the Guaranteed Maximum Price, a Change Order shall be issued which increases the Guaranteed Maximum Price by the amount of Design Builder's actual and reasonable direct increased Cost for such change work plus a maximum ten percent (10%) markup for Design Builder's overhead and profit. In the event such change work is performed by a subconsultant or subcontractor, a maximum ten percent (10%) total markup for all overhead and profit for all subconsultants', subcontractors', sub-subconsultants' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted. Design Builder shall not be entitled to any mark-up for Change Order work performed by subcontractors or subconsultants. All compensation due any Sub-consultant or Subcontractor for field and home office overhead is included in the markups noted above. Subcontractor's bond costs associated with any change order shall be included in the overhead and profit markups and shall not be paid as a separate line item.

10.5. Owner shall have the right to conduct an audit of Design Builder's books and records, as well as those of its subconsultants, subcontractors and suppliers to verify the accuracy of the Design Builder's claim with respect to Design Builder's costs associated with any Change Order or Work Directive Change.

10.6. The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Design Builder.

10.7. No action, conduct, omission or course of conduct by Owner shall act to waive, alter, or change the requirement that Amendments, Change Orders, and Work Directive Changes must be in writing and signed by Owner. Such written and signed Amendments, Change Orders and Work Directive Changes are the sole and exclusive way to change either the amount of compensation to be paid to Design Builder or the time within which Design Builder is to perform its obligations hereunder. No changes will be allowed based upon actual, constructive, or oral notice or lack of prejudice to Owner.

11. CLAIMS AND DISPUTES.

11.1. Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term “Claim” also includes other disputes and matters in question between Owner and Design Builder arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Design Builder shall be made in writing to the Project Manager within forty-eight (48) hours from when the Design Builder knew or should have known of the event giving rise to such Claim or else the Design Builder shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Design Builder shall be deemed to have waived the Claim. Claims not settled by the aforesaid procedure, shall be resolved according to the Dispute Resolution Procedure copies of which are available in the County Attorney's Office or Purchasing Department. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Design Builder shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.
12. OTHER WORK.

12.1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Design Builder prior to starting any such other work. If Design Builder believes that such performance will involve additional expense to Design Builder or require additional time, Design Builder shall send written notice of that fact to Owner within forty-eight (48) hours of being notified of the other work. If the Design Builder fails to send the above required forty-eight (48) hour notice, the Design Builder will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Design Builder shall afford each utility owner and other Design Builder who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design Builder shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design Builder shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Design Builder under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Design Builder in said direct contracts between Owner and such utility owners and other contractors.

12.3. If any part of Design Builder's Work depends for proper execution or results upon the work of any other contractor of Owner or utility owner (or Owner), Design Builder shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design Builder's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design Builder's Work.

13. INDEMNIFICATION AND INSURANCE.

13.1. The Design Builder must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Design Builder must provide a Certificate of Insurance in accordance with Insurance Requirements of Exhibit B to the agreement, evidencing such coverage prior to issuance of purchase order or commencement of any work under this contract.

13.2. To the maximum extent permitted by law, Design Builder shall indemnify and hold harmless Owner and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, whether resulting from any claimed breach of this Agreement by Design Builder or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Design Builder or anyone employed or utilized by the Design Builder in the performance of this Agreement.

13.3. To the fullest extent permitted by law, the Design Builder shall indemnify and hold harmless the State of Florida Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design Builder and persons employed or utilized by the Design Builder in the performance of this agreement.

This indemnification language shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.
14. **COMPLIANCE WITH LAWS.**

14.1. Design Builder agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, Section 20.055(5), Florida Statutes, Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended). Design Builder agrees it has read and understood Section 20.055(5), Florida Statutes. If Design Builder observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date the Guaranteed Maximum Price Amendment has been executed that increases the Design Builder's time or cost of performance of the Work, Design Builder is entitled to a Change Order for such increases, except to the extent Design Builder knew or should have known of the reasonable prospect of such changes prior to the date of the Guaranteed Maximum Price Amendment.

15. **CLEANUP AND PROTECTIONS.**

15.1. Design Builder agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design Builder shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design Builder from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Design Builder to the condition equal to that existing at the time of Design Builder’s commencement of the Work.

15.3. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Design Builder shall be procured by the Design Builder at the Design Builder's expense.

15.4. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Design Builder only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Design Builder without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Design Builder and will be removed by the Design Builder at its expense upon the completion of the Work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.

15.5. The Design Builder shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Design Builder shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

15.6. The Design Builder shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager’s approval.
15.7 The Design Builder will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Design Builder will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

15.8 The Design Builder's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Project Manager. Barriers shall be maintained in place until their removal is directed by the Project Manager.

15.9 Care will be taken by the Design Builder in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Design Builder will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Design Builder's failure to protect and preserve same as required herein.

15.10 Where the Design Builder hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Design Builder shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

15.11 The Design Builder shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Design Builder or any one for whom the Design Builder is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Design Builder shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Design Builder.

15.12 The Design Builder shall not disturb any benchmark established by the County with respect to the Project. If the Design Builder, or its subcontractors, agents or any one for whom the Design Builder is legally liable, disturbs County benchmarks, the Design Builder shall immediately notify the Project Manager. The County shall have the benchmarks reestablished and the Design Builder shall be liable for all costs incurred by the County associated therewith.

16. ASSIGNMENT.

16.1 Design Builder shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Design Builder does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design Builder all of the obligations and responsibilities that Design Builder has assumed toward Owner.

17. PERMITS, LICENSES AND TAXES.

17.1 All permits, fees and licenses necessary for the prosecution of the Work shall be acquired and paid for by the Design Builder. If Design Builder performs any Work without obtaining, or contrary to, such permits or licenses, Design Builder shall bear all costs arising therefrom.

17.2 Design Builder shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

17.3 All Design Builders performing construction and related Work in Pinellas County must comply with all applicable laws, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.
18. TERMINATION FOR DEFAULT.

18.1. Design Builder shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design Builder: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. Owner shall notify Design Builder in writing of Design Builder's default(s). If Owner determines that Design Builder has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design Builder of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Design Builder's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design Builder's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design Builder, take assignments of any of Design Builder's subcontracts and purchase orders, and complete all or any portion of Design Builder's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3. If Owner deems any of the foregoing remedies necessary, Design Builder agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design Builder agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Design Builder. The amount to be paid to the Design Builder or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Design Builder hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Design Builder's right to proceed pursuant to this Section, it is determined for any reason that Design Builder was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Design Builder provided herein, then the termination will be deemed a termination for convenience and Design Builder's remedies against Owner shall be the same as and limited to those afforded Design Builder under Section 19 below.
18.6 In the event (i) Owner fails to make any undisputed payment to Design Builder in accordance with the Local Government Prompt Payment Act, Section 218.70, et.seq. of the Florida State Statutes or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Design Builder under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Design Builder, then Design Builder may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Design Builder’s intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Design Builder or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Design Builder or any Subcontractor, the Design Builder may terminate this Agreement by giving written notice to Owner of Design Builder’s intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Design Builder’s written notice, Design Builder may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Design Builder be entitled to payment for Work not performed or any other damages from Owner.

19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.

19.1. Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design Builder. In the event of such termination for convenience, Design Builder's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design Builder shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. Owner shall have the right to suspend all or any portions of the Work upon giving Design Builder not less than five (5) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design Builder's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design Builder be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Design Builder shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

20. COMPLETION.

20.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents, that are Design Builder’s responsibility to obtain under the Contract Documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Work; provided, however, such condition precedent shall be waived to the extent the failure to obtain any such item is not due to the fault or neglect of Design Builder or anyone for whom Design Builder is responsible. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Work on that date and the completion of the Work by the Design Builder thereafter would not unreasonably interfere with the Owner's normal business operations or create an unsafe condition. The "punchlist" shall be completed within 60 consecutive calendar days or as agreed upon following the Substantial Completion Date ("Final Completion").
20.2. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Design Builder shall notify Project Manager in writing that the entire Work (or such designated portion) is substantially complete and ready for Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) to be issued. Said written notice from Design Builder shall include a proposed punch-list of all items of Work to be completed or corrected by Design Builder. Within a reasonable time thereafter, Owner and Design Builder shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, Project Manager shall notify Design Builder in writing giving the reasons therefor. In such case, Design Builder shall pay the costs of all additional Substantial Completion inspections. If Owner considers the Work (or designated portion) substantially complete, Design Professional shall prepare a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion), which includes a Certificate of Occupancy issued by the local building official, for Owner’s review, approval and execution which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by Design Builder before final payment. Failure to include an item on the final punch-list does not waive Owner’s right to demand completion of the item pursuant to the Contract Documents either prior to or after final payment. Owner shall have the right to exclude Design Builder from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Design Builder reasonable access to complete or correct items on the tentative punch-list.

20.3. Upon receipt of written certification by Design Builder that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Project Manager will make such inspection and, if he or she finds the Work acceptable and fully performed under the Contract Documents shall promptly issue a final Certificate for Payment, recommending that, on the basis of his or her observations and inspections, and the Design Builder’s certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Design Builder is due and payable. Neither the final payment nor the retainage shall become due and payable until Design Builder submits:

1. Receipt of Design Builder’s Final Application for Payment.
2. The Release and Affidavit in the form attached as Exhibit C.
3. Consent of surety to final payment.
4. Receipt of the final payment check list.
5. If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the Work’s acceptability, even though the Project Manager may have issued his or her recommendations. Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

21. WARRANTY.

21.1. Design Builder shall obtain and assign to Owner all express warranties given to Design Builder or any subcontractors by any subcontractor or materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Design Builder warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design Builder further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Design Builder shall correct it promptly after receipt of written notice from Owner. Design Builder shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Design Builder, at Design Builder’s expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.
21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Design Builder's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Design Builder, Design Builder's team, or Subcontractors to correct the cited deficiencies shall be grounds for the Owner to disqualify the Design Builder from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

22. TESTS AND INSPECTIONS.

22.1. Owner and its respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design Builder shall provide proper, safe conditions for such access. Design Builder shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Design Builder is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Design Builder.

22.4. The Owner shall charge to Design Builder and may deduct from any payments due Design Builder all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Project Manager nor inspections, tests or approvals by others shall relieve Design Builder from Design Builder's obligations to perform the Work in accordance with the Contract Documents.

22.6 Owner shall have the right, but not the obligation, to hire any consultant it deems appropriate to perform a peer review on Design Builder's design documents. Design Builder agrees to cooperate with any such peer review.

23. DEFECTIVE WORK.

23.1. Work not strictly conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Project Manager, Design Builder shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Design Builder shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.
23.2. If the Project Manager considers it necessary or advisable that covered Work be observed or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Design Builder, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design Builder shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Guaranteed Maximum Price. If, however, such Work is not found to be defective, Design Builder shall be allowed an increase in the Guaranteed Maximum Price and/or an extension to the Contract Time, to the extent solely attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or if Design Builder fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or satisfactorily maintain the Project schedules, Project Manager may order Design Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Builder or any other person.

23.4. Should the Owner determine, in its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Design Builder shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Design Builder shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5. If Design Builder fails, within a reasonable time, which in no event shall be more than 14 days after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Design Builder fails to perform the Work in accordance with the Contract Documents, or if Design Builder fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Design Builder, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Design Builder in the event of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Design Builder from any or all of the Project site, take possession of all or any part of the Work, and suspend Design Builder's services related thereto, take possession of Design Builder's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Design Builder but which are stored elsewhere. Design Builder shall allow Owner and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Design Builder, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Design Builder's defective Work. Design Builder shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.
24. **SUPERVISION AND SUPERINTENDENTS.**

24.1. Design Builder is responsible for supervising, coordinating and performing the Work with the highest level of care and skill as would be provided by a designer and contractor with extensive and special expertise in the type of design and construction services required under the Contract Documents. Design Builder shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in strict accordance with the Contract Documents. Design Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design Builder shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and who shall not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Design Builder and be the Design Builder's representative at the Project site and shall have authority to act on behalf of Design Builder. All communications given to the superintendent shall be as binding as if given to the Design Builder. Owner shall have the right to direct Design Builder to remove and replace its Project superintendent, with cause. Attached to the Agreement as Exhibit S is Design Builder's list identifying Design Builder's Project Superintendent and all of Design Builder's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Design Builder shall have a competent, experienced superintendent on the project at all times whenever Design Builder's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Design Builder fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Design Builder's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5, for services not rendered.

25. **PROTECTION OF WORK.**

25.1. Design Builder shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final completion is achieved. If Design Builder or any one for whom Design Builder is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Design Builder shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Design Builder.

25.2. Design Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design Builder subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3. Design Builder shall not disturb any benchmark established by the Owner with respect to the Project. If Design Builder, or its subcontractors, agents or anyone for whom Design Builder is legally liable, disturbs the Owner's benchmarks, Design Builder shall immediately notify Project Manager. The Owner shall re-establish the benchmarks and Design Builder shall be liable for all costs incurred by Owner associated therewith.

26. **EMERGENCIES.**

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design Builder, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss. Design Builder shall give Project Manager written notice within forty-eight (48) hours after Design Builder knew or should have known of the occurrence of the emergency, if Design Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, and such emergency was not due to the fault or neglect of the Design Builder, a Change Order shall be issued to document the consequences of the changes or variations. If Design Builder fails to provide the forty-eight (48) hour written notice noted above, the Design Builder shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.
27. USE OF PREMISES.

27.1. Design Builder shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2. Design Builder acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Design Builder shall coordinate its Work and cooperate so as to cause no unreasonable interference with or disruption to Owner's operations.

27.3. Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Design Builder the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the Guaranteed Maximum Price Amendment was executed and such early occupancy negatively impacts Design Builder's cost or time of performance, Design Builder shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

28. SAFETY.

28.1. Design Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Design Builder shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Design Builder shall erect and maintain all necessary safeguards for such safety and protection. Design Builder shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design Builder's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

28.3. Design Builder shall designate a responsible representative located on a full time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Design Builder's superintendent unless otherwise designated in writing by Design Builder to Owner.

28.4. Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Design Builder, as well as those of all Design Builder's subconsultants and subcontractors and those of any other person or entity for whom Design Builder is legally liable (collectively referred to herein as “Employees”), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.
28.5 Design Builder acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Design Builder shall comply with the following:

28.5.2 All Employees working at the Project site must log in and out with the Design Builder each day;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.7 When requested, Design Builder shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner’s facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute or sell products while on Owner’s property. Friends, family members or other visitors of the Employees are not permitted on Owner’s property; and

28.5.9 At all times, Design Builder shall adhere to Owner’s safety and security regulations, and shall comply with all security requirements at Owner’s facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

28.5.10 At all times while at the Project site, all Employees shall refrain from any abusive or offensive language and shall refrain from the harassment of any Owner employee, agent or invitee on the Project site.

28.5.11 If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the Design Builder shall provide a Material Safety Data Sheet (MSDS) at the time of each delivery.

29. PROJECT MEETINGS.

Prior to the commencement of any Work, the Design Builder shall attend a conference with the Project Manager and others as appropriate to discuss the Master Project Schedule, procedures for handling design documents, shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design Builder shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by the Project Manager. The Design Builder shall have its subconsultants, subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

30. MAINTENANCE OF TRAFFIC POLICY.

For all projects that are conducted within a Pinellas County, State and City Right-of-Way, the Design Builder shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation Design Standards (DS), where applicable on state roadways. These projects shall also comply with Pinellas County’s Maintenance of Traffic Policy, incorporated herein by reference. Copies are available through Owner’s Risk Management.

The Design Builder will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included within the Guaranteed Maximum Price Agreement.

If MOT is required, MOT is to be provided beginning with the Phase 2 Commencement Date.
31. **SUBCONTRACTS.**

31.1 As the design is being developed by or for Design Builder, Design Builder shall review the design and shall determine how it desires to divide the sequence of construction activities. Design Builder will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner for its review and approval prior to submitting its Guaranteed Maximum Price proposal. Design Builder shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

31.2 A Subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Design Builder, including any of the required design services. Design Builder shall be solely responsible for and have control over the Subcontractors. Design Builder shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and shall review the costs of those proposals and advise Owner of their validity and reasonableness, acting in Owner’s best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must possess all licenses required by state or local law and must be “qualified,” meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

31.3 When Design Builder submits its Guaranteed Maximum Price proposal to Owner, Design Builder shall identify all Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project. All Subcontractors must be approved by Owner prior to Design Builder entering into any subcontract or purchase order with them and prior to any Subcontractor commencing any work on the Project. The list identifying Subcontractors shall be attached as an Attachment to the Guaranteed Maximum Price proposal and cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Design Builder must be approved in writing by Owner in its sole discretion prior to commencement of such work. As additional Subcontractors may be approved by Owner after the Guaranteed Maximum Price Amendment is executed, Design Builder shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

31.4 Design Builder shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Design Builder shall not be required to contract with anyone to whom it reasonably objects. Design Builder shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Design Builder and its Subcontractors shall be in writing and are subject to Owner’s approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Design Builder to the same extent Design Builder is bound to Owner 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 subcontract or purchase order from Design Builder to Owner at the election of Owner upon termination of Design Builder, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman’s compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Design Builder 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. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

31.5 All Subcontractors providing any construction services must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, etc. included in its subcontract or purchase order.)
31.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

31.6.1 That the Subcontractor’s exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or attributable to Owner and including claims based on breach of contract or negligence, shall be an extension of its contract time.

31.6.2 In the event of a change in the work, the Subcontractor’s claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

31.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Design Builder shall require all Subcontractors to similarly incorporate the terms of this Section 31.6 into their sub-subcontracts and purchase orders.

31.7 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Design Builder within the time and in the manner in which Design Builder must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

32. DESIGN BUILDER RESPONSIBILITIES.

Design Builder shall provide the following review and commentary services, in addition to any other Work required by the terms of this Contract:

32.1 Allowances. The Guaranteed Maximum Price may include Allowances with respect to the Work, as established in the Guaranteed Maximum Price Amendment. Design Builder may expend Allowance money (up to the amount designated) only with the express prior written approval of Owner.

32.2 Responsibility for Work. Notwithstanding any requirements herein for Owner’s review, inspection, consent or approval, the parties acknowledge and agree that Design Builder shall be solely responsible and liable for the proper performance of the Work as provided for herein.

32.3 Notices and Compliance with Law. Design Builder shall be responsible for giving all notices and for complying with all laws, ordinances, rules, regulations and lawful orders of any public authorities having jurisdiction over the particular portion of the Project with respect to the performance of the subject Work. The Master Project Schedule for the subject Work and the Guaranteed Maximum Price associated therewith shall be based upon the laws, ordinances and regulations which are then in effect on the date the Guaranteed Maximum Price Amendment is executed. Any changes in laws, ordinances or regulations thereafter that require additional work outside Design Builder’s established scope shall be the subject of a Change Order as provided in section 14.1 of these General Terms and Conditions.

32.4 Indemnification for Infringement. Design Builder shall pay all royalty and license fees required for the design and construction of any portion of the Project assigned to it. To the maximum extent permitted by law, Design Builder shall defend any and all suits or claims for infringement of patent rights and shall indemnify and save Owner harmless from all loss or expense on account thereof (including attorneys’ and paralegals’ fees).
32.5 **Review, Recommendations and Warranty:** Design Builder shall familiarize itself thoroughly with the evolving civil, environmental, and structural plans and specifications being prepared by its Design Professionals and shall follow the development of the Project design through all required design sub-phases in Phase 1. Design Builder shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. Design Builder shall furnish pertinent information as to the availability of materials and labor that will be required. Design Builder shall submit to Owner such comments as may be appropriate concerning construction feasibility and practicality. Design Builder shall call to Owner’s attention any defects in the design, drawings and specifications or other documents of which it is aware. Design Builder shall prepare estimates of the construction cost utilizing the unit quantity survey method in the CSI format. These estimates shall be performed at the completion of the Program Verification Phase and shall be called the Program Estimate, followed by a Conceptual Design Estimate, which shall be followed by the Design Development Estimate, which shall be followed by a 60% Construction Document Estimate, which shall be followed by the setting of the Guaranteed Maximum Price.

32.6 **Review Reports:** Within ten (10) days after receiving the documents produced by its Design Professionals, Design Builder shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 34.5 above and on factors set out in Paragraphs 34.7 and 34.8 below. Within the same ten (10) day period, Design Builder shall submit to Owner a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Design Builder may deem appropriate, and all actions taken by Design Builder with respect to same, any comments Design Builder may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

32.7 **AT THE TIME THE GUARANTEED MAXIMUM PRICE IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GUARANTEED MAXIMUM PRICE AMENDMENT, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE FOR THE CONTRACT AMOUNT. FURTHER, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME, AND THAT NO ADDITIONAL SITE INVESTIGATION IS NECESSARY OR DESIRED BY DESIGN BUILDER.**

32.8 **Long Lead Procurement:** Design Builder shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with the Project Manager concerning same. When each item is identified, Design Builder shall notify the subcontractors and Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Design Builder shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise Owner of any problems or possible delays in delivery.

32.9 **Interfacing:**

32.9.1 Design Builder shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.

32.9.2 Design Builder shall include in the reports required under Paragraph 32.6 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Builder may arrange for necessary corrections.
33. OWNER’S RESPONSIBILITIES.

33.1 Design Criteria Package. Owner has provided Design Builder with the Design Criteria Package and will provide responses or clarification within a reasonable period of time to Design Builder's inquiries with respect to the Design Criteria Package.

33.2 Owner’s Representative. Owner will designate a Project Manager who shall be fully acquainted with the scope of the Work and authorized to act on Owner’s behalf with respect to Design Builder’s services for the Project. Provided, however, that Project Manager is not authorized to issue any orders or instructions to Design Builder that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) scope of services to be provided and performed by Design Builder hereunder; (2) the time Design Builder is obligated to commence and complete all such services; or (3) the amount of compensation Owner is obligated or committed to pay Design Builder. As set forth herein, Project Manager shall review and make appropriate recommendations on all requests submitted by Design Builder for payment for services and work provided and performed in accordance with this Agreement.

33.3 The Owner is responsible for providing Construction Engineering and Inspection (CEI) services.

34. MARKET ANALYSIS AND SOLICITATION OF BIDS – Not Applicable

35. SECURING AGREEMENT.

35.1 Design Builder warrants that Design Builder has not employed or retained any company or person, other than a bona fide employee working solely for Design Builder, to solicit or secure this Contract and that Design Builder has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Design Builder shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit R. The Design Builder’s compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

36. PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES AND DISCRIMINATORY VENDORS.

36.1 DESIGN BUILDER is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, Fla. Stat. 287.135 regarding Scrutinized Companies, and Fla. Stat. 287.134 regarding Discriminatory vendors and DESIGN BUILDER agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. DESIGN BUILDER represents and certifies that DESIGN BUILDER 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. DESIGN BUILDER agrees that any contract awarded to DESIGN BUILDER will be subject to termination by the County if DESIGN BUILDER fails to comply or to maintain such compliance.

37. PUBLIC RECORDS.

37.1 Design Builder 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. Design Builder 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 Design Builder 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.
37.2 If the design builder has questions regarding the application of Chapter 119, Florida Statutes, to the design builder’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.

37.3 Notwithstanding any provision to the contrary, the County reserves the right to unilaterally cancel this Agreement for failure by the Design Builder to comply with the provisions of Chapter 119, Florida Statutes.

38. CONFLICT OF INTEREST.

38.1 The Design Builder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Design Builder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Design Builder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this Agreement, the Design Builder acknowledges that no gifts or gratuities have been offered to County Employees.

38.2 The Design Builder shall promptly notify the County’s representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Design Builder’s judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design Builder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Design Builder. The County agrees to notify the Design Builder of its opinion, by certified mail, within thirty days of receipt of notification by the Design Builder.

39. LUMBER PRODUCED IN STATE OF FLORIDA.

39.1 Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

1. To plywood specified for monolithic concrete forms.
2. If the structural or service requirements for timber for a particular job cannot be supplied by native species.
3. If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
4. To transportation projects for which federal aid funds are available.
EXHIBIT I
SUPPLEMENTAL TERMS AND CONDITIONS

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Exhibit H.

A. Reports

1. Monthly Summary Reports:

   1.1 The Design Builder shall prepare monthly written reports as described hereunder. All reports shall be in 8 1/2” x 11” format.

   1.2 The Reports shall include the following:

      1.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.

      1.2.2. A Monthly Scheduling Report summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub-schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.

      1.2.3. A Monthly Design and Construction Progress Report during the Phase 1 and Phase 2 summarizing the Work of the various subconsultants and subcontractors. Once construction at the site commences, this report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.

   1.3. The Reports outlined in subparagraphs 1.2.1 through 1.2.3 above shall be bound with applicable computer schedule reports and submitted monthly during Phase 1 and Phase 2 and shall be current through the end of the preceding month. Copies shall be delivered to the Owner. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project. An electronic pdf file of each Progress Report shall be delivered to the Owner’s Representative each month.

2. Schedule Control Subsystem.

   2.1. Master Project Schedule: Prior to the submittal of its first Application for Payment, the Design Builder shall submit to the Owner for its review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. This schedule shall conform to the format outlined in Paragraph 2.3 below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by the Design Builder throughout the Project. Within fifteen (15) calendar days of the Design Builder’s submittal, the Owner shall review the schedule and provide the Design Builder a written list of corrections needed to approve the schedule. The Design Builder must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of Owner’s comments. If the schedule is not approved within said thirty (30) calendar days, the Owner will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by the Owner in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Design Builder is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Contract completion dates.
2.2. **Construction Schedule**: The Design Builder shall prepare and submit to the Owner, for its review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 2.3 below. The approved Construction Schedule shall be attached to the Guaranteed Maximum Price Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.

2.2.1. Following development and approval of the Construction Schedule as aforesaid, the Design Builder shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the Owner in duplicate. No additional compensation will be due the Design Builder for making such updates. Failure of the Design Builder to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Owner to find the Design Builder in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to the Design Builder until a schedule or schedule update acceptable to the Owner is submitted.

2.3. **Schedule Format**: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time.

2.4. **Recovery Schedule**: If the initial schedule or any current updates fail to reflect the Work’s actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, the Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the Owner’s request. The Recovery Schedule shall describe in detail the Design Builder’s plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.

2.5. **Change Orders**: When a Change Order is proposed, the Design Builder must identify all logic changes as a result of the Change Order. The Design Builder shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Design Builder will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Design Builder’s work. No separate payment will be made.

B. PROGRESS PAYMENTS

1. **Retainage**:

1.1 The five percent (5%) retainage referenced in Section 4.6 of the General Conditions shall not be applied to this Project during Phase 1.
EXHIBIT J

DESIGN CRITERIA PACKAGE

I. Design and Construction Criteria.

A. General:

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures. The Project shall also be designed in accordance with Pinellas County’s Code of Ordinances. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT Plans Preparations Manual, Volume 2, Chapter 2. This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

B. Vibration and Settlement Monitoring:

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for County acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the County Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

a. Identify any existing structures that will be monitored for vibrations during the construction period.

b. Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.

c. Identify any existing structures that will be monitored for settlement during the construction period.

d. Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.

e. Identify any existing structures that require pre-construction and post-construction surveys.

The County will perform the review of Vibration and Settlement submittals in accordance with County Specifications.

C. Geotechnical Services: Driven Pile Foundations for Bridges

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.
The Design-Build Firm shall be responsible for the following:

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The County may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the County’s acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting Foundation Certification Packages.
12. Providing safe access, and cooperating with the County in verification of the piles, both during construction and after submittal of the certification package.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.

The Design-Build Firm shall be responsible for the following:

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the County at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the County’s acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the County.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all non-redundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the County in verification of the drilled shafts, both during construction and after submittal of the certification package.
**Specialty Geotechnical Services Requirements**

Specialty geotechnical work is any alternative geotechnical work not covered by County Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

f. Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
g. A field testing and instrumentation program to verify design assumptions and performance,
h. A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet requirements,
i. A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the County’s independent verification.
j. A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for County’s review. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The County may issue comments and request additional verification testing.

**D. Utility Coordination**

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm’s Proposal. The Design-Build Firm shall notify the County in writing of any change in the identity of the Utility Coordination Manager.

The Design-Build Firm’s Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm’s plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the County for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate “Sunshine State One Call of Florida” tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the County Project Manager and District Utility Office as requested.
12. Coordination with the County on any issues that arise concerning reimbursement of utility work costs.
The following Utility Agency/Owners (UA/O’s) have been identified by the County as having facilities within the Project corridor for which the County contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the County as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

### Table A - Summary of UA/O having facilities within the Proposed Project Limits

<table>
<thead>
<tr>
<th>UA/O</th>
<th>Contact Name</th>
<th>Contact Phone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clearwater Gas</td>
<td>Jorge Hernandez</td>
<td>(727) 562-4900 x7423</td>
</tr>
<tr>
<td>Duke Energy Transmission</td>
<td>Scott VanVelzor</td>
<td>(813) 909-1241</td>
</tr>
<tr>
<td>Duke Energy Distribution</td>
<td>Mark Michael</td>
<td>(727) 893-9710</td>
</tr>
<tr>
<td>Verizon</td>
<td>Terry Waidley</td>
<td>(727) 562-1124</td>
</tr>
<tr>
<td>WOW</td>
<td>Jay Young</td>
<td>(727) 239-0156</td>
</tr>
<tr>
<td>Bright House – Manatee</td>
<td>Scott Creasy</td>
<td>(727) 329-2841 x42841</td>
</tr>
<tr>
<td>Pinellas County Utilities – Sewer, Water, Reclaimed Water</td>
<td>Dennis Simpson, Jeremy Waugh</td>
<td>727-464-4223 or 727-453-3005</td>
</tr>
<tr>
<td>Bright House Networks, LLC</td>
<td>Randy Lyle</td>
<td>(813) 684-6100 x32143</td>
</tr>
<tr>
<td>Tampa Bay Water</td>
<td>Ray Brigham, Danielle Keirsey</td>
<td>(813) 929-4547, (813) 929-4552</td>
</tr>
</tbody>
</table>

The County has conducted limited advanced utility coordination with the UA/O’s listed above. Information pertaining to this coordination is included in the Reference Documents under “Advanced Utility Coordination Documentation”. Some Subsurface Utility Engineering (SUE) of the existing utilities has been conducted for the Shared Use Path Concept Plans, and such information is also included in the Reference Documents.

For a reimbursable utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule (or equivalent, as obtained by the Design-Build Firm based on their design) and permit, and bill the County directly, in accordance with an executed agreement with the County.

#### E. Roadway Plans: General:

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT Plans Preparations Manual, Volume 2, Chapter 2. This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

**Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the County.

The Design-Build Firm shall utilize the approved Typical Section Package and Minimum Pavement Design Package included as Attachments with the Request for Qualification (RFQ) package.

At existing side streets, the proposed Shared Use Path pavement shall connect to the existing side street pavement.

At existing paved driveways, the proposed Shared Use Path shall be constructed through the existing driveways and the driveways will be re-graded/reconstructed from the edge of the road to the right of way in order to provide the flattest possible driveway profile that meets design standards within the right of way limits. Existing concrete driveways will be reconstructed with 6” concrete within these same limits (outside the Shared Use Path crossing) to provide the flattest possible driveway profile that meets design standards within the right of way limits. Unpaved driveways shall be paved between the edge of the road and the inside edge of the Shared Use Path and shall be re-graded from the outside edge of the Shared Use Path to the right of way.
The Design-Build Firm shall be responsible for replacing any impacted mailboxes (with new) within the right-of-way limits.

The Shared Use Path design speed shall be 18 MPH.

Construct a new bi-directional Shared Use Path. The Shared Use Path pavement shall be 10-15 feet in width with a 12 foot maximum width in the Duke easement. Less than 12 feet shall only be permitted with Pinellas County approval upon proof that 12 or more cannot be reasonable achieved. The Trail shall have a 0.02 maximum cross slope with 2 foot level unpaved shoulders on both sides and 3 foot lateral clearance to obstructions. At the outside of the proposed Shared Use Path, 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided to tie to existing ground or proposed swales or ditches. Along both sides of the proposed Shared Use Path 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided. The minimum Clear Zone to be maintained shall be 24 feet per Table 3-13, Florida Greenbook, May 2013 Edition. At right turn lane locations the minimum Clear Zone shall be 18 feet from the edge of the turn lane.

For drop-off hazard shielding, Florida Department of Transportation Design Standards Index series 880 and 851 (Type 1 – Picket Infill Panel) shall be used. Fencing is not allowed to shield drop-offs.

The use of boardwalk shall not be allowed without Pinellas County approval.

The Design-Build Firm shall prepare a sidewalk matrix and related deliverables in accordance with the District Seven Sidewalk Location Justification Memo dated July 25, 2011 in addition to standard criteria. The memo and matrix spreadsheet have been included in the RFP Package. The Design-Build Firm shall be responsible to prepare the minimum elements/deliverables based on the memo and submit with the 90% plans submittal.

Any deviation from the County’s design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. If a Design-Build Firm requests a Design Variation or Design Exception, it must be discussed prior to the submission of the Proposal. All such Design Variations and Design Exceptions must be approved or disapproved prior to the submission of the Proposal and such variances and exceptions will be disclosed to all the Design-Build Firms.

These packages shall include the following:

**Roadway Design:**

See FDOT Plans Production Manual Volume 2; Chapter 2 for Roadway Design sheets, elements and completion level required for each submittal.

1. **Typical Section Package:**
   - Transmittal letter
   - Location Map
   - Shared Use Path Typical Section(s)
     1. Pavement Description
     2. Minimum lane, shoulder, widths
     3. Slopes requirements
     4. Barriers
     5. Right-of-Way
       • Data Sheet
       • Design Speed

2. **Pavement Design Package:**
   - Pavement Design
     1. County standard pavement design
     2. Duke Energy accommodation
     3. Cross slope

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.
3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; Pinellas County Public Works, Pinellas County Code of Ordinances and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the County’s Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions shall be included in the Drainage Design Documentation. These activities and submittals should be coordinated through the County’s Project Manager.

The exact number of drainage basins, outfalls, cross drains and water management facilities (retention/detention areas, weirs, etc.), floodplain compensation sites and Impaired Water Body and Outstanding Florida Waters designations shall be the Design-Build Firm’s responsibility.

The objective is to obtain an approved stormwater design that addresses water quality treatment, water quantity attenuation, floodplain impacts and conveyance systems. These services shall include, but are not limited to the following:

A. The Design-Build Firm shall be completely familiar with all existing permits along the trail alignment that affect the project. The Design-Build Firm shall strive to avoid impacts to permitted water management facilities and floodplains along the project corridor. Impacts to water management facilities and floodplains that cannot be avoided must be minimized and compensated for by the Design-Build Firm within the right-of-way identified for the proposed trail. If all or portions of the project meet permit agency exemption requirements, the Design-Build Firm shall obtain written letters confirming the exemptions.

B. All impacts and replacement of existing floodplains and historical basin storage within ditches and low depression areas along the project shall be determined and documented. The proposed design shall document no increase in high water elevations (3-year thru 100-year) and shall be in compliance with Pinellas County’s Floodplain Management Ordinance.

C. The Design-Build Firm shall be familiar with all drainage and flooding issues along the project. This includes but is not limited to, reviewing flooding investigations, coordination with County maintenance and engineering forces and reviewing adjacent permits to the project. The Design-Build Firm shall provide design that does not aggravate existing or create new flooding issues along the project.

D. The Design-Build Firm shall evaluate and document the proposed base clearance above the seasonal high groundwater table in setting the proposed profile of the trail. The minimum clearance for the trail base course above the base clearance water elevation shall be 1-foot following the PPM Volume I, Table 2.6.3

E. Criteria for Grade Datum. Additionally, the trail elevation shall be set such that the trail will not be overtopped during a 3-year design rainfall event. Prior to the 90% Plan submittal, the Design-Build Firm shall meet with the COUNTY to discuss the proposed profile with respect to base clearance and impacts to floodplains. A reduction in resilient modulus in accordance with the County design standards or FDOT Plans Preparation Manual may need to be determined if flexible pavement is proposed for the project.

F. Minor losses shall be included in the computation of the design hydraulic gradient for all storm drain systems. The minimum Manning’s roughness coefficient or n value of 0.012 shall be used in the computation of all storm drains. All pipe dimensions shown in the construction plans shall be the inside diameter and shall correspond with the dimensions in the storm drain hydraulic analysis. Flood flow requirements will be determined in accordance with the County’s procedures.

G. Runoff from all bridge ends shall be collected in such a way as to prevent erosion problems resulting from flows from the trail pavement over the embankment. Shoulder gutter (if utilized) limits shall include the limit of embankment at bridge ends where slopes are steeper than 1:3.

H. The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design service life. This includes existing cross drains that may need to be extended to accommodate the trail. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design service life, they must be replaced or supplemented in accordance with the drainage requirements of this RFQ. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFQ.
I. The Design-Build Firm shall be responsible for field verifying all existing pipes to be lined. The Design-Build Firm shall not line pipes that have existing liners.

J. Pipe lining shall be by inverting method (specification 431-4.3) (Fully deteriorated gravity pipe condition) or equivalent pipe lining method which provides the same structural integrity, 50-year service life, and capacity as the inverting method per American Society of Testing and Materials F-1216. Pipe lining shall also be in compliance with Pinellas County specifications.

K. The Design-Build Firm shall submit to the County the calculations which support the selected pipe lining method’s structural integrity, 50-year service life, capacity, Manning’s n value, lining thickness for the appropriate pipe size as compared to the inverting method. This information shall be submitted with the 90% Phase Submittal. Manning’s n value is 0.010 for the inverted liner.

L. Existing culverts that are to remain shall be de-silted for their entire length.

M. Jack and bore and micro-tunneling casing pipes can be utilized as a carrier pipe in accordance with the following criteria:
   k. The casing shall extend the entire length from drainage structure to drainage structure. The entire length of the casing from drainage structure to drainage structure shall have a uniform diameter, wall thickness and material type.
   l. A soil boring and environmental data shall be required at each casing location as part of the casing (FDOT) pipe service life estimator calculations.
   m. Structure to structure liners (FDOT Standard Specification 431-4.3) shall be required if completed casing welds are determined not to be air tight.
   n. Video inspection shall be required at the completion of each casing installment.

Class V concrete pipe shall be required for jack and bore and micro-tunneling operations that utilize concrete pipes.

The Design-Build Firm will use optional culvert materials in accordance with the FDOT’s Drainage Manual Criteria and Pinellas County Drainage and Environmental – Standard Technical Specifications for Roadway and Related Construction.

The minimum Reinforced Concrete Pipe class shall be Class II. The minimum High-Density Polyethylene pipe class shall be Class II. The Design-Build Firm shall only use the optional pipe materials tabulated for a given structure and the documentation supporting the optional pipe material including the FDOT’s Culvert Service Life Estimator Program analysis shall be submitted to the County with the 90% plan submittal.

Pipe material type installed on the project shall be indicated on the Summary of Drainage Structure Sheets.

All precast storm sewer manholes and inlets shall comply with Pinellas County Standards.

Masonry sealing of the pipe connections will be allowed where the pipe to drainage structure connections meet any of the conditions listed below. The Design-Build Firm shall submit the supporting documentation which provides the justification for elimination of the resilient connectors to the County for review and approval. Justification shall include a demonstration that avoidance of the following conditions is not practical. The conditions where resilient connectors will not be required are as follows:

   a. The pipe skew angle at the connection to the drainage structure is greater than 15 degrees, in either the horizontal or vertical direction.
   b. The drainage structure and all connections fall outside the 1:2 roadway template control line for the Future Configuration as per FDOT Standard Index 505.
   c. The remaining beam height of the single precast unit, from the top of that segment to the crown of the selected pipe, is less than 8 inches.
   d. Where elliptical pipes are specified in the plans.
Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the County. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and County observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the County a signed and sealed Drainage Design Report. The Design-Build Firm shall include all necessary support data. The Drainage Design Report shall include, at a minimum, the following items:

a. Comprehensive narrative with a clear description of the overall stormwater management system
b. Existing conditions drainage pattern discussion and existing drainage map
c. Proposed conditions drainage pattern discussion and proposed drainage map
d. Outfall and boundary conditions
e. Tailwater conditions and supporting documentation
f. Design criteria
g. Cross drain analysis
h. Floodplain/floodway encroachment and compensation analysis
i. Stormwater quality analysis, including volume recovery calculations
j. Stormwater quantity analysis, including Interconnected Channel and Pond Routing (or equivalent software) input and output
k. A link-node diagram for the existing and proposed drainage conditions overlaid on contoured aerial photography shall be provided for all modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
l. The drainage areas, Time of Concentration, Curve Number, and other supporting data
m. Control structure analysis, including skimmer and bleeder calculations
n. Hydraulic spread calculations including grate capacity
o. Storm tabulations in FDOT format to ensure pipes are sized adequately
p. Ditch conveyance analysis
q. Pavement drainage analysis (sheet flow, gutter flow, hydroplaning, special gutter grades)
r. Culvert service life analysis
s. Structure and liner floatation analysis
t. Temporary drainage during construction—
u. Supporting data for the above items
v. Relevant correspondence

All calculations shall require County approval to ensure the drainage design meets all County criteria. The drainage documentation shall not reference any previously prepared design documentation or existing permit information as substituting for the Project design. All pertinent information from any previously prepared information by others shall be incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

As part of the stormwater management design, the design will provide documented assurance that there is no net reduction in ditch conveyance and/or storage volume resulting in adverse impacts to adjacent property owners both upstream and downstream and shall not reduce the water quality treatment currently being achieved and shall meet the standards set forth in the Pinellas County Code of Ordinances. As part of the design, the proposed design will evaluate any potential increase in discharge rates, water surface elevations, and volume (for closed basins). The design will evaluate any potential increase in discharge rate and volume to the outfalls and determine if this increase could have an adverse impact to adjacent properties. Impacts identified by the Designer as not causing an adverse impact shall be well documented and will require approval from the District Drainage Engineer. Should the impact be identified as an adverse impact, the design will evaluate providing additional storage within the right-of-way, easement, or other potential solutions (i.e. exfiltration trenches) to eliminate or reduce the adverse impact. This will be clearly documented in the drainage documentation so that the design can easily be defended should any property owner have a concern of increased flows or water surface elevations due to the multi-use trail. This evaluation and documentation is required for all multi-use trail projects including those that may be identified as exempt from water management district permitting requirements. The level of evaluation effort should be commensurate with the risk associated with the project.

Drainage Plans shall include as a minimum, the following items:
a. Drainage Map and Regional Drainage Map
b. Summary of Drainage Structures
c. Optional Pipe Materials Sheet
d. Roadway Plan/Profile Sheets (include all drainage structures)
e. Drainage Structure Sections
f. Stormwater Management Facility (SMF) and Floodplain Compensation (FPC) Sheets (Plan, Typical Section, Control Structure Detail), if needed.
g. Lateral Ditch Plan/Profile if needed
h. Lateral Ditch Cross Sections if needed
i. Drainage Detail Sheets

F. Geometric Design:

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, Americans with Disabilities Act (ADA) requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum American Association of State Highways and Transportation Officials and/or County standards.

The Design-Build Firm shall utilize the horizontal geometry depicted in the Horizontal Alignment Plan. See PPM Volume 1; Chapter 8.6 for horizontal and vertical geometric requirements.

G. Design Documentation, Calculations, and Computations:

The Design-Build Firm shall submit to the County design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½” x 11”. The data shall be in a hard-back folder for submittal to the County. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

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

1. Design Standards and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

H. Structure Plans:

1. Bridge Design Analysis:

   a. The Design-Build Firm shall submit to the County final signed and sealed design documentation prepared during the development of the plans.

   b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% and Final Bridge plans.
c. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in Federal Highway Administrations Hydraulic Engineering Circular No. 18.

d. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

2. Criteria

The Design-Build Firm shall incorporate the following into the design of this facility:

a. Design, plans and specifications must be in accordance with latest editions of: FDOT GreenBook, Pinellas County Standard Specifications, Pinellas County Standard Details, Pinellas County Code of Ordinances, and FDOT Design standards and details.

b. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

c. Exposed (visible) portions of permanent retaining walls shall be concrete construction.

d. Alternate materials for the use of backfill of Mechanically Stabilized Earth walls shall not be permitted. MSE Wall Backfill shall meet the requirements of the FDOT Standard Specifications.

e. Lightweight concrete will not be permitted for any structural applications.

f. Section 1.4.5 of the Structures Manual Florida Department of Transportation Structures Design Guidelines Vol 1, 1/2017 be followed for concrete surface finishes.

g. Bridge beams must maintain positive camber after all dead loads and super imposed dead loads are applied.

h. Pile driving operations will be restricted to the hours of 8:00 a.m. to 7:00 p.m. to avoid interfering with any adjacent noise sensitive land uses or a different foundation design will be considered, i.e., drilled shafts.

i. Geo Synthetic Reinforced Soil Abutments may be considered for Pedestrian Bridges

j. Segmental Block Walls may be considered where appropriate.

k. Open Expansion Joints in Bridge Decks are NOT permitted.

l. Cheek walls shall be provided at exposed ends of all end bents and piers.
m. If Gravity Wall is used, it must be the Scheme 2 from Index 6011 Sheet 1 of 1 with a minimum 2'-0” embedment and 1'-0” minimum to SHW, or another type of wall must be used.

n. Turf Reinforcement Mats or other geotextiles shall be constructed on fill slopes adjacent to the ends of all walls and shall extend 50 feet beyond the wall ends in order to prevent erosion of the fill slope.

I. Specifications:

County Specifications may only be modified with County approval. The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project.

J. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Design-Build Firm’s Engineer of Record (EOR), and Specialty Engineer as appropriate. The County shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The County’s procedural review of shop drawings is to assure that the Design-Build Firm’s EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The County’s review is not meant to be a complete and detailed review. Upon review and approval of the shop drawing, the County will initial, date, and stamp “Released for Construction” or “Released for Construction as Noted”.

Shop drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

K. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

L. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the County’s Project Development and Environment Manual and Florida County of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm’s Certification (FDEP Form 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) shall be submitted for County review and approval. County approval must be obtained prior to beginning construction activities.
M. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the FDOT Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There will be NO LANE CLOSURES allowed between the hours of 7:00 AM to 8:00 PM. A lane may only be closed during active work periods. Pacing operations will be allowed during the approved lane closure hours. There will be no DETOURS allowed. All lane closures must be reported to the County designated Construction Engineering Inspector who will coordinate with local emergency agencies, the media, schools, etc. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency, or if the lane closure causes a drive delay greater than (20) minutes.

N. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing the design based on the conceptual alignment and proposing construction methods that are permitable. The Design-Build Firm will be responsible for any required permit application fees (except as otherwise specified herein). All permits necessary will be acquired prior to commencing construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. Pinellas County is responsible for reviewing, approving, signing; and the Design-Build Firm will submit the permit application package including all permit modifications, or subsequent permit applications.

O. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with County criteria.

- The Design-Build Firm shall provide signing and pavement markings for any mid-block trail crossing. The design shall include a pedestrian activated Rectangular Rapid Flashing Beacons (RRFB’s) installed at the crosswalk (dual indicated both directions) along with appropriate warning signs (W11-15 and W16-7P). RRFB’s shall also be installed in advance of the crosswalk along with warning signs (W11-15 and W16-7P). The RRFB’s shall be solar powered. The RRFB’s shall be pushbutton activated and all RRFB’s shall be actuated with the pushbuttons.
- The Design Build Firm shall provide signing and pavement markings on the shared use path and at all side street crossings.
The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the County. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the County.

It shall be the Design-Build Firm’s responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

P. **Lighting Plans:** Not Applicable

Q. **Signalization Plans:** The Design-Build Firm shall prepare Signalization Plans in accordance with County criteria.

R. **Connection Permits:** The Design-Build Firm shall obtain appropriate connection permits for crossings of state, County and city roads.

END OF DOCUMENT
EXHIBIT L
PHASE 1 AND PHASE 2 PROJECT DESIGN MILESTONES AND DELIVERABLES

Not Applicable
EXHIBIT M

DESIGN PROFESSIONAL, ENGINEERS, & CONTRACTOR

____________________ : Contractor

__________, Florida ______

____________________ : General Contractor

__________, Florida ______

____________________ : Design Professional

__________, Florida ______

________________ : Civil & Environmental Engineering

__________, Florida ______

________________ : Structural Engineering

__________, Florida ______

________________ : Other

__________, Florida ______
EXHIBIT N

GUARANTEED MAXIMUM PRICE AMENDMENT AGREEMENT FORM

Pursuant to Sections 3B and 5A of the Design Build Agreement, dated ______________, between Pinellas County, Florida (“Owner”) and “Design Builder”), for the design and construction of the (“Project”), Owner and Design Builder establish the Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

ARTICLE 1

SCOPE OF WORK

The scope of the Work consists of the design and construction of the Project in accordance with the Agreement, this Amendment and other Contract Documents listed as Attachments 1 through 6 below, which are hereby incorporated into and made a part of the Amendment by this reference:

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Description</th>
<th>Pages</th>
<th>Dated</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>List of Drawings and Specifications</td>
<td>___________</td>
<td>______</td>
</tr>
<tr>
<td>2.</td>
<td>Schedule of Values</td>
<td>___________</td>
<td>______</td>
</tr>
<tr>
<td>3.</td>
<td>Clarifications,&amp; Exclusions</td>
<td>___________</td>
<td>______</td>
</tr>
<tr>
<td>4.</td>
<td>Completion Schedule</td>
<td>___________</td>
<td>______</td>
</tr>
<tr>
<td>5.</td>
<td>List of Subcontractors and Major Suppliers</td>
<td>______</td>
<td>______</td>
</tr>
<tr>
<td>6.</td>
<td>Allowances</td>
<td>___________</td>
<td>______</td>
</tr>
</tbody>
</table>
DIRECT PURCHASES

Not Applicable
ARTICLE 2

GUARANTEED MAXIMUM PRICE

2.1 The Guaranteed Maximum Price for the Work, as defined in Section 3B of the Agreement, is _________ Dollars ($_____________).

2.2 Monthly installment payment of the Guaranteed Maximum Price shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.3 In order to efficiently and timely address certain Change Order situations that may arise during Phase 2, the parties have agreed to establish an Owner controlled contingency within the Guaranteed Maximum Price in the amount of ________________________________ ($__________________) (“Owner’s Contingency”). The Design Builder acknowledges and agrees that any change work which is to be charged against the Owner’s Contingency must be approved in advance in a Change Order or Construction Change Directive signed by __________________. The Owner reserves the right, at its sole discretion, to withhold its consent on Owner’s Contingency expenditures. Unused Owner’s Contingency remaining at Substantial Completion will be deducted from the Guaranteed Maximum Price. Design Builder has no entitlement to any portion of any unused Owner's Contingency.

2.4 If the parties agree to establish Allowances within the Guaranteed Maximum Price, said Allowances items and amounts will be identified in Attachment 6. Design Builder shall not proceed with any portion of the Work associated with the aforesaid Allowances (“Allowance Work”) without first obtaining Owner’s express written authorization to proceed with said Allowance Work.

2.5 Design Builder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Design Builder acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Design Builder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Design Builder agrees to comply with all such required trench safety standards.

2.5.1 The amount of __________________________ dollars ($____________) has been separately identified in Attachment 2, Schedule of Values, for the cost of compliance with the required trench safety standards; said amount is included within the Guaranteed Maximum Price.

ARTICLE 3

CONTRACT TIME

3.1 The Phase 2 Commencement Date for the Work is __________________. The total period of time beginning with the Phase 2 Commencement Date through the date required for Substantial Completion of the Work is ____________ days (“Contract Time”). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS ___________________.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Design Builder's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Design Builder for each calendar day Design Builder fails to achieve Substantial Completion for the Designated Work within the Contract Time.
ARTICLE 4
MISCELLANEOUS

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Design Builder agree that the terms of this Amendment shall prevail and control.

4.2 E-Verify. The Design Builder and any subcontractors performing work or providing services pursuant to this Agreement must utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Design Builder and/or subcontractors during the term of the Agreement.

Owner

By: ________________________________
Print Name: __________________________
Its: _________________________________
Date: ________________________________

Design Builder

By: ________________________________
Print Name: __________________________
Its: _________________________________
Date: ________________________________
Attachment 1
List of Drawings, Specifications, and Addendums

(See Attached)
Attachment 2
Schedule of Values

(See Attached)
Attachment 3

Assumptions, Clarifications, & Exclusions

(See Attached)
Attachment 4

Completion Schedule

(See Attached)
Attachment 5
List of Subcontractors and Major Suppliers

(See Attached)
Attachment 6
Allowances

(See Attached)
EXHIBIT O

SCOPES OF SERVICES

SCOPE OF PHASE 1 SERVICES

1. DESCRIPTION OF PROJECT:

1.1. This Project is located in Pinellas County, Florida from the southern terminus of the existing Pinellas Trail at the South side of Enterprise Road to the northern terminus of the existing Pinellas Trail on CR 611 at John Chesnut Park.

1.2. This Project consists of the design and construction of the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail from John Chesnut Park to Enterprise Road.

2. DESIGN SERVICE REQUIREMENTS FOR PHASE 1 AND PHASE 2

2.1. Design Builder's design documents shall be consistent with the Final Program at all phases of design unless expressly authorized otherwise in writing by Owner.

2.2. Design Builder shall submit to Owner design notes and computations to document the design conclusions reached during the development of the Project design as requested by Owner.

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

2.2.1.1 Design criteria used for the Project;
2.2.1.2 Structural calculations;
2.2.1.3 Drainage calculations;
2.2.1.4 Calculations showing probable cost comparisons of various alternatives considered;
2.2.1.5 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
2.2.1.6 Other Project related correspondence as appropriate.

2.3. All drawing documents for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and in conformance to Owner's design guidelines. Documents shall be furnished in accordance with the Design Schedule. Drawings will be developed in AutoCAD 3D, current version being utilized by the Owner.

2.4. Owner in no way obligates itself to check Design Builder's work, and further, is not responsible for maintaining the Design Schedule.

2.5. Owner's approval or acceptance of any service in any phase does not relieve Design Builder of any of its duties, obligations or responsibilities under the Agreement.

2.6. Design Builder will establish a Project budget with the Owner during Phase 1. Once the budget has been established and agreed to by both the Owner and Design Builder, Design Builder will continue to maintain same through the end of Phase 1. The final Guaranteed Maximum price included in the proposal at the end of Phase 1 will be at or lower than the budget established in the earlier stages of Phase 1. Design Builder warrants that all professional services to be provided by it under the Agreement shall be in accordance with the terms and conditions set forth in the Agreement and the design of the Project shall be accomplished so that the total Project cost to Owner does not exceed the above noted Owner’s budget. Notwithstanding anything herein to the contrary, Design Builder shall revise and modify the Construction Documents and rebid the Work at no additional cost to Owner, if subcontract bids from responsive and responsible bidders exceed Owner’s Project budget, as said budget may be modified by Owner, as provided for herein. All such revisions and modifications of the Construction Documents shall be subject to the review and approval of Owner.
2.1 Design Services: Design Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design Builder, or (ii) procured by Design Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.

2.2 Owner shall provide Design Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other technical materials and requirements prepared by or for Owner. Design Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design Builder's written evaluation of Owner's Project Criteria. Design Builder shall continue at Owner's direction until a detailed Final Program has been completed and has been approved by the Owner.

2.3 Design Builder shall review the Owner's budget and any applicable cost estimates as compared to the Owner's Design Criteria Package and the Final Program. The Design Builder shall confirm in writing to the Owner whether the Project can be designed and successfully constructed within the limits of the Owner's budget and program constraints.

2.4 Design Builder shall submit a presentation of results of user interviews and building program update, including the following: description of building functions and unique activities

3. SCHEMATIC DESIGN:

3.1 Design Builder shall prepare Preliminary Conceptual Design Plans. The Conceptual Design Documents will be based upon the Final Program. The Conceptual Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The Conceptual Design Documents will include multiple design scenarios for project areas where alternatives might impact schedule, overall price, consistent with the Final Program or improvements to operation or long term maintenance. The parties shall meet to discuss the Conceptual Design Documents and agree upon what revisions, if any, should be made. Owner shall have final approval of such revisions, and Design Builder shall perform such revisions. Design Builder shall meet with Owner during the Conceptual Design phase as often as required until a Final Conceptual Design has been completed and has been approved by the Owner. Design Builder shall certify that the Final Conceptual Design totally complies with the Final Program except for such deviations that expressly have been brought to the Owner's attention and approved by Owner in writing. Design Builder shall prepare and include a statement with comments concerning constructability of the project and a cost estimate for construction in the Final Conceptual Design.

3.2 Owner's acceptance of Conceptual Design Documents in no way relieves Design Builder of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.

3.3 Design Builder shall work with the Project Manager and other Users of the Project to meet design requirements and identify the areas within the design which offer the greatest potential for the elimination of unnecessary costs. The requirements of the Final Program shall not be eliminated as value engineering items, except with the Owner's express written approval.

3.4 Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Conceptual Design Documents. Design Builder shall be required to conduct at least one formal presentation at completion of this phase to demonstrate how Owner's previously submitted comments have been incorporated into the design documents.
3.5 All Conceptual Design Documents prepared by or for Design Builder are subject to Owner’s review and approval. Design Builder shall submit the Conceptual Design Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner’s Project Manager who will respond within 14 days of receipt. Design Builder shall revise the Conceptual Design Documents as required by Owner in order to obtain Owner’s written approval and authorization to proceed to the Design Development Phase.

3.6 Design Builder will be required to provide Owner with a cost estimate as part of the Conceptual Design Documents, together with a written explanation for all variances between that cost estimate and Owner’s approved Project budget. The cost estimate format shall be subject to Owner’s approval and may require electronic submission of cost estimate information. If Design Builder’s cost estimate or any other estimate prepared by or for Owner based upon the Conceptual Design Documents indicate that costs will exceed Owner’s approved Project budget, Design Builder shall revise the Conceptual Design Documents to bring them within Owner’s approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Conceptual Design Documents to bring them within Owner’s approved Project budget. Design Builder shall also provide Owner with an updated Project Schedule.

4. DESIGN DEVELOPMENT– 30% - _____ DAYS

After Owner’s review and approval of the Conceptual Design Documents and issuance of Owner’s written authorization to proceed, Design Builder shall commence the Design Development services and perform the following:

4.1. Design Builder shall prepare Design Development Documents based on the Conceptual Design as approved by the Owner in Section 3 hereof. Design Builder shall Conceptual Design Development Documents shall further develop Conceptual Design to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this state of development including long lead and special order materials and equipment, which will permit determination of whether the facility can be satisfactorily constructed in all task areas by all disciplines.

4.2 Design Builder shall prepare Development Documents up to Phase I (30%) completion as defined in the FDOT Plan Preparation Manual, Volume 2, Chapter 2 (PPM) as applicable for the Final Program. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT PPM must be approved by the Project Manager.

4.3 Design Builder shall perform materials research and prepare specifications specific to project requirements in draft form.

4.4 Design Builder shall identify and properly coordinate the requirements of the various utility services that have an impact upon the project design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.
4.5 Design Builder shall evaluate alternative ideas in terms of their feasibility to construct, time, and cost. Design Builder shall work with the Owner’s Project Manager and other users of the Project to meet design requirements and identify the areas within the design, which offer the greatest potential for the elimination of unnecessary costs.

4.6 The parties shall meet to discuss the Design Development Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Design Development as often as required until a final set of Design Development Document have been completed by Design Builder and approved by Owner. Design Builder shall prepare and include a statement with comments concerning constructability of the Project and a Project cost estimate, all based upon the final set of Owner approved Design Development documents.

4.7 Design Builder will develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.

4.8 Design Builder’s final Design Development Documents submittal and presentation shall include, but not be limited to, the requirements found in the Final Program, except to the extent such requirements have been expressly waived by Owner in writing. Design Builder shall certify that the final approval of Design Development Documents fully comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.

4.9 Design Builder shall conduct a pre-submittal document review meeting with the Owner’s Project Manager prior to submission of the Design Development Documents. Design Builder, may be required, to conduct at least one presentation at completion of this phase to demonstrate how Owner’s previously submitted comments were incorporated into the design documents.

4.10. All Design Development Documents prepared by or for Design Builder are subject to Owner’s review and approval. At completion of the Design Development Phase, Design Builder shall submit the Design Development Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner’s Project Manager who will respond within 14 days. Design Builder shall revise the Design Development Documents as required by Owner in order to obtain Owner’s written approval and authorization to proceed to the Construction Documents Phase.

4.12. Design Builder will be required to further develop and update the cost estimate as part of the Design Development Documents and bring to Owner’s attention in writing any variances between that updated cost estimate and Owner’s approved Project budget. Cost estimate format shall be subject to Owner’s approval and may require electronic submission of cost estimate information. If Design Builder’s updated cost estimate or any other estimate prepared by or for Owner based upon the Design Development Documents indicate that costs will exceed Owner’s approved Project budget, Owner may elect to modify its budget and/or require Design Builder to revise the Design Development Documents to bring them within Owner’s approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Design Development Documents to bring them within Owner’s approved Project budget. Design Builder shall also update the Project Schedule.
5. DESIGN DEVELOPMENT– 60% - ____ DAYS

After Owner’s review and approval of the Design Development Documents and issuance of Owner’s written authorization to proceed, Design Builder shall commence the Construction Documents services and perform the following:

5.1. Design Builder shall prepare Construction Documents up to a 60% completion level based on the final Design Development Documents approved by the Owner in Section 4 hereof. Construction Documents shall include calculations and shall set forth each discipline’s requirements in detail and into a cohesive and coordinated whole based upon the approved Design Development Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 60% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Construction Documents as often as required until 60% complete Construction Documents have been approved by the Owner. The 60% complete Construction Documents will include 90% complete specifications in CSI format.

5.2 Design Builder shall prepare Development Documents up to Phase II (60%) completion as defined in the FDOT Plan Preparation Manual, Volume 2, Chapter 2 (PPM) as applicable for the Final Program. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT PPM must be approved by the Project Manager.

5.2 Proposal. Based on the 60% complete Construction Documents approved by the Owner in Section 5.1 hereof, and any other documents upon which the parties may agree, Design Builder shall submit a proposal to Owner (the "Proposal") within forty-five (45) days, which shall include the following unless the parties mutually agree otherwise:

1. a proposed Guaranteed Maximum Price for completion of the construction documents, all permitting, and construction of the Project.

2. an updated Project Schedule and date of Substantial Completion of the Project upon which the Guaranteed Maximum Price for the Project is based;

3. all other information necessary for the parties to enter into Phase 2, with the accompanying General Conditions of Contract; and

5.3 Review of Proposal. Design Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings. If Design Builder finds the revisions acceptable, Design Builder shall, upon receipt of Owner’s notice, adjust the Proposal.

5.4 At the completion of the 60% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1) that the Construction Documents have been designed in strict compliance with the latest applicable codes and 2) that the Construction Documents comply with the Final Program except for such deviations that have been expressly approved in writing by Owner.

6. GUARANTEED MAXIMUM PRICE PROPOSAL – 45 DAYS

6.1 Completion of This Phase of the Agreement. Design Builder’s services under this Phase 1 of the Agreement shall be deemed completed upon meeting with Owner to discuss the Guaranteed Maximum Price Proposal and making those revisions to the Proposal, if any, Design Builder finds acceptable.
EXHIBIT P

SCOPE OF PHASE 2 SERVICES

After Owner’s review and approval of the 60% Construction Documents and upon the Parties’ ability to reach agreement as to the Proposal evidenced by the Parties’ execution of the Guaranteed Maximum Price Amendment, and Owner’s written authorization to proceed, Design Builder shall provide the following:

1. COMPLETION OF DESIGN DOCUMENTS - 100%

1.1. Design-Builder shall prepare Construction Documents up to a 100% completion level based on the final 60% Construction Documents approved by the Owner in Section 6 hereof. Construction Documents shall include calculations and shall set forth each discipline’s requirements in detail and into a cohesive and coordinated whole based upon the approved 60% Construction Documents, the Final Program and consultation with the Owner. The parties shall meet to discuss the 100% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during completion of the Construction Documents as often as required until 100% complete Construction Documents have been approved by the Owner. The 100% complete Construction Documents will include 100% complete specifications in CSI format.

1.2 Design Builder shall prepare Development Documents up to Phase IV (100%/Final) completion as defined in the FDOT Plan Preparation Manual, Volume 2, Chapter 2 (PPM) as applicable for the Final Program. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT PPM must be approved by the Project Manager.

1.3 At the completion of the 100% Construction Documents, Design Builder will provide a certification of the structural standards to which the facility has been designed.

1.4 Design Builder shall furnish documents in type, format, version and quantities indicated in the Final Program. Design Builder shall provide Owner with reproducible copies of all design documents, including electronic copies if so required by the Owner.

2. PERMIT PHASE

2.1 Design Builder is responsible for applying for and obtaining all necessary and required building permits and approvals for the Project. No additional time will be allocated to the project for the purposes of obtaining permits.

2.2 As part of the permit application package, the Design Builder shall provide the applicable permitting entity with the number of complete sets of signed and sealed Construction Documents. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design Builder.

3. CONSTRUCTION

3.1. Design Builder shall provide the following services in addition to all other Phase 2 Services required by the terms of this Contract:

3.1.1. Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format).

3.2. Process, review, respond and distribute in accordance with the terms of the Contract Documents shop drawings, product data, samples, substitutions and other submittals required by the Construction Documents within ten (10) business days.

3.3. Maintain a master file of all submittals, including submittal register. Owner’s copy shall be in electronic/CD format and submitted at time of Substantial Completion.
3.4. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by Owner or Subcontractors as required by construction exigencies. Design Builder’s response to any such request must be received by Owner and the effected Subcontractor within ten (10) business days. Design Builder will review and respond to all submittals from Subcontractors, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than ten (10) business days, unless Owner expressly agrees otherwise in writing. Review of Design Builder’s submittals by Owner is not conducted for the purpose of determining the accuracy and completeness of such submittals, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Design Builder as required by the Contract Documents. Owner’s review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Owner’s approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.5. Owner shall have authority to reject Work which does not conform to the Construction Documents. Whenever, in its reasonable opinion, Owner considers it necessary or advisable to insure the proper implementation or the intent of the Construction Documents, Owner will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work be then fabricated, installed or completed.

3.6. Design Builder shall submit to the applicable permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office.

3.7. Review for compliance with Design Builder’s obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.

3.8. Design Builder will revise the final approved Construction Documents to incorporate all “As-Built” information contained in the Design Builder’s marked-up “As-Built” drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the “Record Documents”). Design Builder shall provide Owner with one (1) electronic copy on compact disk (CD) of the Record Documents, two sets of the conformed, signed and sealed drawings and prints, and two sets of the conformed Project Manual/Specifications signed and sealed.

3.8.1 The electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, “purged and bound”, and compatible with Owner’s system.

3.8.2 Throughout Phase 2, Design Builder shall review its marked-up “As-Built” drawings and Project Manual/Specifications, on a daily basis, to reflect all “As-Built” conditions at the Site, maintaining such “As-Built” drawings and specifications is a condition precedent to Design Builder’s entitlement to payment hereunder.

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

3.10 Document noted defects or deficiencies and assist Owner in confirming Design Builder’s correction of such noted defects.

3.11 Design Builder shall arrange for all job-site facilities as required by Owner and otherwise necessary to enable Design Builder to perform its respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the execution of the Guaranteed Maximum Price Amendment.

3.12. Design Builder’s administration of the Work shall include the following:

3.12.1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

3.12.2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.
3.12.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

3.12.4. Provide labor relations management for a harmonious, productive Project.

3.13. Design Builder also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

3.13.1. Job Meetings: Design Builder shall attend meetings such as pre-construction conferences, progress meetings, job conferences, pre-closeout meetings, and other Project-related meetings, as may be directed by Owner. Design Builder's Design Professionals are also required to attend any such meetings as directed by Owner. Design Builder shall provide meeting minutes for these meetings. Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Design Builder shall arrange and conduct regular monthly Project status meetings with Owner.

3.13.2. Design Builder shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design Builder shall identify the party or parties responsible for following up on any problems, delay items or questions, and Design Builder shall note the action to be taken by such party or parties. Design Builder shall revisit each pending item at each subsequent meeting until resolution is achieved. Design Builder shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

3.17.3. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Owner of such submittals for action, and closely monitor their review process. Owner reserves the right to review the shop drawings and other submittals and require Design Professional's approval on such shop drawings and other submittals.

3.13.4. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

3.13.5. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

3.13.6. Document Interpretation: Promptly respond to all questions for interpretation of the Contract Documents made by subcontractors and copy Owner on all such responses.

3.13.7. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner and any permitting authority inspectors.

3.13.8. Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

3.13.9. Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of the General Terms and Conditions, notify Owner in writing when the Work or designated portions thereof are ready for the Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Design Builder and reviewed and supplemented by Owner, prepare a schedule for their completion indicating completion dates for Owner's review and approval. At Substantial Completion, Design Builder will provide a certification from itself and its Design Professional that the Project was constructed in accordance with the approved Construction Documents.
3.13.10. **Final Completion**: Monitor the subcontractors’ performance on the completion of the Work and provide notice to Owner when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books. Complete and submit the Engineer’s Certification of Compliance Notice of Completion as required by the Florida Shared-Use Non-motorized Trail Network Agreement.

3.13.11. **Record Drawings**: Pursuant to the terms of Paragraph 8.2 of the General Terms and Conditions, Design Builder shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Design Builder into the final record drawings.

3.14. Design Builder shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 3.14.2. Shop Drawing Submittal/Approval Logs
- 3.14.3. Equipment Purchase/Delivery Logs
- 3.14.5. Warranties and Guarantees
- 3.14.7. Labor Costs
- 3.14.11. Payment Request Records
- 3.14.15. Lab Test Reports
- 3.14.16. Insurance Certificates and Bonds
- 3.14.18. Permits
- 3.14.20. Technical Standards
- 3.14.23. Operating & Maintenance Instruction
- 3.14.27. Transmittal Records
- 3.14.28. Inspection Reports
- 3.14.29. Bid/Award Information
- 3.14.31. Punch Lists
- 3.14.32. Schedule and Updates
- 3.14.33. Suspense (Tickler) Files of Outstanding Requirements
- 3.14.35. Subcontractor licenses
- 3.14.36. Final Program

The Project files and records shall be available at all times to Owner or its designees for reference, review or copying. Project Manager may require Design Builder to maintain file structure to be consistent with the County.

3.15. Design Builder shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner.
### EXHIBIT Q

#### PHASE 1 COMPENSATION SCHEDULE

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PROGRAMMING</td>
<td>$_________</td>
</tr>
<tr>
<td>CONCEPTUAL DESIGN</td>
<td>$_________</td>
</tr>
<tr>
<td>DESIGN DEVELOPMENT</td>
<td>$_________</td>
</tr>
<tr>
<td>60% CONSTRUCTION DOCUMENTS</td>
<td>$_________</td>
</tr>
<tr>
<td>GUARANTEED MAXIMUM PRICE COST ESTIMATE</td>
<td>$_________</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td>$_________</td>
</tr>
</tbody>
</table>
EXHIBIT R

TRUTH-IN-NEGOTIATION CERTIFICATE

In compliance with the Consultants’ Competitive Negotiation Act, Section 287.055, Florida Statutes, ___________________________ hereby certifies that wage rates and other factual unit costs supporting the compensation for the design and construction management services of DESIGN BUILDER to be provided under this Agreement, concerning ___________________________ (the Project) are accurate, complete and current as of the time of contracting.

DESIGN BUILDER:

By: ________________________________

Print Name: ________________________________

Title: ________________________________

Date: ________________________________
## EXHIBIT S

### DESIGN BUILDER’S KEY PERSONNEL

#### : Design/Build Contractor
- Project Executive ..........................................................
- Senior Project Developer ............................................
- Contracting Manager ..................................................
- Project Manager ..........................................................

#### : General Contractor
- Project Executive ..........................................................
- Project Superintendent ................................................

#### : Civil & Environmental Engineering
- Project Executive & Manager ........................................

#### : Structural Engineering
- Project Executive & Manager ........................................

#### : Other
- .............................................................................
# EXHIBIT T

## STORED MATERIALS RECORD

### Stored Materials Record

<table>
<thead>
<tr>
<th>Date</th>
<th>Description</th>
<th>Supplier</th>
<th>Invoice Number</th>
<th>Previously Received</th>
<th>Received This Period</th>
<th>Previously Installed</th>
<th>Installed This Period</th>
<th>Balance To Install</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Formula: \( A + B - C - D = E \)
## GENERAL CONDITIONS CATEGORIES

<table>
<thead>
<tr>
<th>Anticipated Duration(s)</th>
<th>Description</th>
<th>Supplier</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT V

TITLE VI ASSURANCES

During the performance of this Agreement, the Design Builder, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "Design Builder") agrees as follows:

(1.) Compliance with REGULATIONS: The Design Builder shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this Agreement.

(2.) Nondiscrimination: The Design Builder, with regard to the work performed by it during the Agreement, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Design Builder shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the Agreement covers a program set forth in Appendix B of the REGULATIONS.

(3.) Solicitations for Sub-contractors, including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Design Builder for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Design Builder of the Design Builder’s obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the basis of race, color, national origin, or sex.

(4.) Information and Reports: The Design Builder shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a Design Builder is in the exclusive possession of another who fails or refuses to furnish this information the Design Builder shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

(5.) Sanctions for Noncompliance: In the event of the Design Builder’s noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may be appropriate, including, but not limited to:

   a. withholding of payments to the Design Builder under the Agreement until the Design Builder complies, and/or
   b. cancellation, termination or suspension of the Agreement, in whole or in part.
(6.) **Incorporation of Provisions:** The Design Builder shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto. The Design Builder shall take such action with respect to any sub-contract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Design Builder becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Design Builder may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Design Builder may request the United States to enter into such litigation to protect the interests of the United States.

(7.) **Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).
EXHIBIT W

ADDITIONAL CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "W" apply only to any and all portions of the Project that are constructed on the State of Florida Department of Transportation’s (Department) right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department’s Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the Department Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Design Builder will be required to submit any construction plans required by the Owner and/or Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Design Builder shall be required to notify the Department, through the Owner, of the changes and receive approval from the Department, through the Owner prior to the changes being constructed. The Design Builder shall maintain the area of the Project at all times and coordinate any work needs of the Department/Owner during construction of the Project.

2. The Design Builder shall notify the Owner a minimum of 72 hours before beginning construction within Department right-of-way.

3. The Design Builder shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Design Builder is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department Design Standards, Index 600 series. Any MOT plan developed by the Design Builder that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Owner and/or Department prior to implementation.

4. The Design Builder shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.

5. The Design Builder will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Design Builder, except as may otherwise be provided in separate agreements. The Design Builder shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Design Builder’s use, occupancy or possession of Department right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

7. The Design Builder shall not cause any liens or encumbrances to attach to any portion of the Department’s property, including but not limited to, Department RIGHT-OF-WAY.

8. The Design Builder shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.

9. The Design Builder shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

Rev 07-2016 CCNA Design Build Agreement W
10. If the Department/Owner determines a condition exists which threatens the public’s safety, the Department/Owner may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of-way at the sole cost, expense, and effort of the Design Builder. The Design Builder shall bear all construction delay costs incurred by the Department/Owner.

11. The Design Builder shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

12. The Design Builder will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

13. The Design Builder will be required to maintain the Project at least until final acceptance by the Owner. The acceptance procedure will include a final “walk-through” by Design Builder and Department/Owner personnel. Upon completion of construction, the Design Builder will be required to submit to the Owner final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include two complete set of the signed and sealed plans on 11” X 17” plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Design Builder’s property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

14. If the Department/Owner determines that the Project is not completed in accordance with the provisions of this Agreement, the Owner shall deliver written notification of such to the Design Builder. The Design Builder shall have thirty (30) days from the date of receipt of the Department’s/Owner’s written notice, or such other time as the Design Builder and the Owner mutually agree to in writing, to complete the Project and provide the Owner with written notice of the same (the “Notice of Completion”). If the Design Builder fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Design Builder with written authorization granting such additional time as the Department/Owner deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Design Builder’s sole cost and expense, without Department/Owner liability to the Design Builder for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Owner elects to correct the deficiency(ies), the Owner shall provide the Design Builder with an invoice for the costs incurred by the Owner and the Design Builder shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Design Builder shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Design Builder shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

18. Restricted hours of operation will be from 7:00 AM to 7:00 PM, (Monday through Friday), unless otherwise approved by the Department’s Operations Engineer or Owner’s Project Manager, or designee.

19. Lane closures on the state road system must be coordinated with the Owner and the Department’s Public Information Office at least two weeks prior to the closure. The contact information for the Department’s Public Information Office is:

Chris Carlson
813-975-6285
DESIGN CRITERIA PACKAGE

I. Design and Construction Criteria.

A. General:

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures. The Project shall also be designed in accordance with Pinellas County’s Code of Ordinances. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT Plans Preparations Manual, Volume 2, Chapter 2. This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

B. Vibration and Settlement Monitoring:

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for County acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the County Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

a. Identify any existing structures that will be monitored for vibrations during the construction period.

b. Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.

c. Identify any existing structures that will be monitored for settlement during the construction period.

d. Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.

e. Identify any existing structures that require pre-construction and post-construction surveys.

The County will perform the review of Vibration and Settlement submittals in accordance with County Specifications.

C. Geotechnical Services: Driven Pile Foundations for Bridges

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.
The Design-Build Firm shall be responsible for the following:

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment. The County may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the County’s acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting Foundation Certification Packages.
12. Providing safe access, and cooperating with the County in verification of the piles, both during construction and after submittal of the certification package.

Drilled Shaft Foundations for Bridges and Miscellaneous Structures

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.

The Design-Build Firm shall be responsible for the following:

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the County at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the County’s acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the County.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all non-redundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the County in verification of the drilled shafts, both during construction and after submittal of the certification package.
Specialty Geotechnical Services Requirements

Specialty geotechnical work is any alternative geotechnical work not covered by County Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

f. Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
g. A field testing and instrumentation program to verify design assumptions and performance,
h. A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet requirements,
i. A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the County’s independent verification.
j. A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for County’s review. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The County may issue comments and request additional verification testing.

D. Utility Coordination

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm’s Proposal. The Design-Build Firm shall notify the County in writing of any change in the identity of the Utility Coordination Manager.

The Design-Build Firm’s Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm’s plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the County for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate “Sunshine State One Call of Florida” tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the County Project Manager and District Utility Office as requested.
12. Coordination with the County on any issues that arise concerning reimbursement of utility work costs.
The County has conducted limited advanced utility coordination with the UA/O’s listed above. Information pertaining to this coordination is included in the Reference Documents under “Advanced Utility Coordination Documentation”. Some Subsurface Utility Engineering (SUE) of the existing utilities has been conducted for the Shared Use Path Concept Plans, and such information is also included in the Reference Documents.

For a reimbursable utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule (or equivalent, as obtained by the Design-Build Firm based on their design) and permit, and bill the County directly, in accordance with an executed agreement with the County.

E. Roadway Plans: General:

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT Plans Preparations Manual, Volume 2, Chapter 2. This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

Design Analysis:

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the County.

The Design-Build Firm shall utilize the approved Typical Section Package and Minimum Pavement Design Package included as Attachments with the Request for Qualification (RFQ) package.

At existing side streets, the proposed Shared Use Path pavement shall connect to the existing side street pavement.

At existing paved driveways, the proposed Shared Use Path shall be constructed through the existing driveways and the driveways will be re-graded/reconstructed from the edge of the road to the right of way in order to provide the flattest possible driveway profile that meets design standards within the right of way limits. Existing concrete driveways will be reconstructed with 6” concrete within these same limits (outside the Shared Use Path crossing) to provide the flattest possible driveway profile that meets design standards within the right of way limits. Unpaved driveways shall be paved between the edge of the road and the inside edge of the Shared Use Path and shall be re-graded from the outside edge of the Shared Use Path to the right of way.
The Design-Build Firm shall be responsible for replacing any impacted mailboxes (with new) within the right-of-way limits.

The Shared Use Path design speed shall be 18 MPH.

Construct a new bi-directional Shared Use Path. The Shared Use Path pavement shall be 10-15 feet in width with a 12 foot maximum width in the Duke easement. Less than 12 feet shall only be permitted with Pinellas County approval upon proof that 12 or more cannot be reasonable achieved. The Trail shall have a 0.02 maximum cross slope with 2 foot level unpaved shoulders on both sides and 3 foot lateral clearance to obstructions. At the outside of the proposed Shared Use Path, 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided to tie to existing ground or proposed swales or ditches. Along both sides of the proposed Shared Use Path 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided. The minimum Clear Zone to be maintained shall be 24 feet per Table 3-13, Florida Greenbook, May 2013 Edition. At right turn lane locations the minimum Clear Zone shall be 18 feet from the edge of the turn lane.

For drop-off hazard shielding, Florida Department of Transportation Design Standards Index series 880 and 851 (Type 1 – Picket Infill Panel) shall be used. Fencing is not allowed to shield drop-offs.

The use of boardwalk shall not be allowed without Pinellas County approval.

The Design-Build Firm shall prepare a sidewalk matrix and related deliverables in accordance with the District Seven Sidewalk Location Justification Memo dated July 25, 2011 in addition to standard criteria. The memo and matrix spreadsheet have been included in the RFP Package. The Design-Build Firm shall be responsible to prepare the minimum elements/deliverables based on the memo and submit with the 90% plans submittal.

Any deviation from the County’s design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. If a Design-Build Firm requests a Design Variation or Design Exception, it must be discussed prior to the submission of the Proposal. All such Design Variations and Design Exceptions must be approved or disapproved prior to the submission of the Proposal and such variances and exceptions will be disclosed to all the Design-Build Firms.

These packages shall include the following:

**Roadway Design:**

See FDOT Plans Production Manual Volume 2; Chapter 2 for Roadway Design sheets, elements and completion level required for each submittal.

1. **Typical Section Package:**
   - Transmittal letter
   - Location Map
   - Shared Use Path Typical Section(s)
     1. Pavement Description
     2. Minimum lane, shoulder, widths
     3. Slopes requirements
     4. Barriers
     5. Right-of-Way
        - Data Sheet
        - Design Speed

2. **Pavement Design Package:**
   - Pavement Design
     1. County standard pavement design
     2. Duke Energy accommodation
     3. Cross slope

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.
3. **Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; Pinellas County Public Works, Pinellas County Code of Ordinances and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the County’s Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions shall be included in the Drainage Design Documentation. These activities and submittals should be coordinated through the County’s Project Manager.

The exact number of drainage basins, outfalls, cross drains and water management facilities (retention/detention areas, weirs, etc.), floodplain compensation sites and Impaired Water Body and Outstanding Florida Waters designations shall be the Design-Build Firm’s responsibility.

The objective is to obtain an approved stormwater design that addresses water quality treatment, water quantity attenuation, floodplain impacts and conveyance systems. These services shall include, but are not limited to the following:

A. The Design-Build Firm shall be completely familiar with all existing permits along the trail alignment that affect the project. The Design-Build Firm shall strive to avoid impacts to permitted water management facilities and floodplains along the project corridor. Impacts to water management facilities and floodplains that cannot be avoided must be minimized and compensated for by the Design-Build Firm within the right-of-way identified for the proposed trail. If all or portions of the project meet permit agency exemption requirements, the Design-Build Firm shall obtain written letters confirming the exemptions.

B. All impacts and replacement of existing floodplains and historical basin storage within ditches and low depression areas along the project shall be determined and documented. The proposed design shall document no increase in high water elevations (3-year thru 100-year) and shall be in compliance with Pinellas County’s Floodplain Management Ordinance.

C. The Design-Build Firm shall be familiar with all drainage and flooding issues along the project. This includes but is not limited to, reviewing flooding investigations, coordination with County maintenance and engineering forces and reviewing adjacent permits to the project. The Design-Build Firm shall provide design that does not aggravate existing or create new flooding issues along the project.

D. The Design-Build Firm shall evaluate and document the proposed base clearance above the seasonal high groundwater table in setting the proposed profile of the trail. The minimum clearance for the trail base course above the base clearance water elevation shall be 1-foot following the PPM Volume I, Table 2.6.3

E. Criteria for Grade Datum. Additionally, the trail elevation shall be set such that the trail will not be overtopped during a 3-year design rainfall event. Prior to the 90% Plan submittal, the Design-Build Firm shall meet with the COUNTY to discuss the proposed profile with respect to base clearance and impacts to floodplains. A reduction in resilient modulus in accordance with the County design standards or FDOT Plans Preparation Manual may need to be determined if flexible pavement is proposed for the project.

F. Minor losses shall be included in the computation of the design hydraulic gradient for all storm drain systems. The minimum Manning’s roughness coefficient or n value of 0.012 shall be used in the computation of all storm drains. All pipe dimensions shown in the construction plans shall be the inside diameter and shall correspond with the dimensions in the storm drain hydraulic analysis. Flood flow requirements will be determined in accordance with the County’s procedures.

G. Runoff from all bridge ends shall be collected in such a way as to prevent erosion problems resulting from flows from the trail pavement over the embankment. Shoulder gutter (if utilized) limits shall include the limit of embankment at bridge ends where slopes are steeper than 1:3.

H. The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design service life. This includes existing cross drains that may need to be extended to accommodate the trail. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design service life, they must be replaced or supplemented in accordance with the drainage requirements of this RFQ. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFQ.
I. The Design-Build Firm shall be responsible for field verifying all existing pipes to be lined. The Design-Build Firm shall not line pipes that have existing liners.

J. Pipe lining shall be by inverting method (specification 431-4.3) (Fully deteriorated gravity pipe condition) or equivalent pipe lining method which provides the same structural integrity, 50-year service life, and capacity as the inverting method per American Society of Testing and Materials F-1216. Pipe lining shall also be in compliance with Pinellas County specifications.

K. The Design-Build Firm shall submit to the County the calculations which support the selected pipe lining method’s structural integrity, 50-year service life, capacity, Manning’s n value, lining thickness for the appropriate pipe size as compared to the inverting method. This information shall be submitted with the 90% Phase Submittal. Manning’s n value is 0.010 for the inverted liner.

L. Existing culverts that are to remain shall be de-silted for their entire length.

M. Jack and bore and micro-tunneling casing pipes can be utilized as a carrier pipe in accordance with the following criteria:
   k. The casing shall extend the entire length from drainage structure to drainage structure. The entire length of the casing from drainage structure to drainage structure shall have a uniform diameter, wall thickness and material type.
   l. A soil boring and environmental data shall be required at each casing location as part of the casing (FDOT) pipe service life estimator calculations.
   m. Structure to structure liners (FDOT Standard Specification 431-4.3) shall be required if completed casing welds are determined not to be air tight.
   n. Video inspection shall be required at the completion of each casing installment.

Class V concrete pipe shall be required for jack and bore and micro-tunneling operations that utilize concrete pipes.

The Design-Build Firm will use optional culvert materials in accordance with the FDOT’s Drainage Manual Criteria and Pinellas County Drainage and Environmental – Standard Technical Specifications for Roadway and Related Construction.

The minimum Reinforced Concrete Pipe class shall be Class II. The minimum High-Density Polyethylene pipe class shall be Class II. The Design-Build Firm shall only use the optional pipe materials tabulated for a given structure and the documentation supporting the optional pipe material including the FDOT’s Culvert Service Life Estimator Program analysis shall be submitted to the County with the 90% plan submittal.

Pipe material type installed on the project shall be indicated on the Summary of Drainage Structure Sheets.

All precast storm sewer manholes and inlets shall comply with Pinellas County Standards.

Masonry sealing of the pipe connections will be allowed where the pipe to drainage structure connections meet any of the conditions listed below. The Design-Build Firm shall submit the supporting documentation which provides the justification for elimination of the resilient connectors to the County for review and approval. Justification shall include a demonstration that avoidance of the following conditions is not practical. The conditions where resilient connectors will not be required are as follows:

   a. The pipe skew angle at the connection to the drainage structure is greater than 15 degrees, in either the horizontal or vertical direction.
   b. The drainage structure and all connections fall outside the 1:2 roadway template control line for the Future Configuration as per FDOT Standard Index 505.
   c. The remaining beam height of the single precast unit, from the top of that segment to the crown of the selected pipe, is less than 8 inches.
   d. Where elliptical pipes are specified in the plans.
Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the County. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and County observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the County a signed and sealed Drainage Design Report. The Design-Build Firm shall include all necessary support data. The Drainage Design Report shall include, at a minimum, the following items:

a. Comprehensive narrative with a clear description of the overall stormwater management system
b. Existing conditions drainage pattern discussion and existing drainage map
c. Proposed conditions drainage pattern discussion and proposed drainage map
d. Outfall and boundary conditions
e. Tailwater conditions and supporting documentation
f. Design criteria
g. Cross drain analysis
h. Floodplain/floodway encroachment and compensation analysis
i. Stormwater quality analysis, including volume recovery calculations
j. Stormwater quantity analysis, including Interconnected Channel and Pond Routing (or equivalent software) input and output
k. A link-node diagram for the existing and proposed drainage conditions overlaid on contoured aerial photography shall be provided for all modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
l. The drainage areas, Time of Concentration, Curve Number, and other supporting data
m. Control structure analysis, including skimmer and bleeder calculations
n. Hydraulic spread calculations including grate capacity
o. Storm tabulations in FDOT format to ensure pipes are sized adequately
p. Ditch conveyance analysis
q. Pavement drainage analysis (sheet flow, gutter flow, hydroplaning, special gutter grades)
r. Culvert service life analysis
s. Structure and liner floatation analysis
t. Temporary drainage during construction
u. Supporting data for the above items
v. Relevant correspondence

All calculations shall require County approval to ensure the drainage design meets all County criteria. The drainage documentation shall not reference any previously prepared design documentation or existing permit information as substituting for the Project design. All pertinent information from any previously prepared information by others shall be incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

As part of the stormwater management design, the design will provide documented assurance that there is no net reduction in ditch conveyance and/or storage volume resulting in adverse impacts to adjacent property owners both upstream and downstream and shall not reduce the water quality treatment currently being achieved and shall meet the standards set forth in the Pinellas County Code of Ordinances. As part of the design, the proposed design will evaluate any potential increase in discharge rates, water surface elevations, and volume (for closed basins). The design will evaluate any potential increase in discharge rate and volume to the outfalls and determine if this increase could have an adverse impact to adjacent properties. Impacts identified by the Designer as not causing an adverse impact shall be well documented and will require approval from the District Drainage Engineer. Should the impact be identified as an adverse impact, the design will evaluate providing additional storage within the right-of-way, easement, or other potential solutions (i.e. exfiltration trenches) to eliminate or reduce the adverse impact. This will be clearly documented in the drainage documentation so that the design can easily be defended should any property owner have a concern of increased flows or water surface elevations due to the multi-use trail. This evaluation and documentation is required for all multi-use trail projects including those that may be identified as exempt from water management district permitting requirements. The level of evaluation effort should be commensurate with the risk associated with the project.
Drainage Plans shall include as a minimum, the following items:

- Drainage Map and Regional Drainage Map
- Summary of Drainage Structures
- Optional Pipe Materials Sheet
- Roadway Plan/Profile Sheets (include all drainage structures)
- Drainage Structure Sections
- Stormwater Management Facility (SMF) and Floodplain Compensation (FPC) Sheets (Plan, Typical Section, Control Structure Detail), if needed.
- Lateral Ditch Plan/Profile if needed
- Lateral Ditch Cross Sections if needed
- Drainage Detail Sheets

**F. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, Americans with Disabilities Act (ADA) requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum American Association of State Highways and Transportation Officials and/or County standards.

The Design-Build Firm shall utilize the horizontal geometry depicted in the Horizontal Alignment Plan. See PPM Volume 1; Chapter 8.6 for horizontal and vertical geometric requirements.

**G. Design Documentation, Calculations, and Computations:**

The Design-Build Firm shall submit to the County design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the County. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

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

1. Design Standards and criteria used for the Project
2. Geometric design calculations for horizontal alignments
3. Vertical geometry calculations
4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

**H. Structure Plans:**

1. **Bridge Design Analysis:**
   
   a. The Design-Build Firm shall submit to the County final signed and sealed design documentation prepared during the development of the plans.
   
   b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% and Final Bridge plans.
c. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in Federal Highway Administration's Hydraulic Engineering Circular No. 18.

d. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

2. Criteria

The Design-Build Firm shall incorporate the following into the design of this facility:

a. Design, plans and specifications must be in accordance with latest editions of: FDOT GreenBook, Pinellas County Standard Specifications, Pinellas County Standard Details, Pinellas County Code of Ordinances, and FDOT Design standards and details.

b. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.

c. Exposed (visible) portions of permanent retaining walls shall be concrete construction.

d. Alternate materials for the use of backfill of Mechanically Stabilized Earth walls shall not be permitted. MSE Wall Backfill shall meet the requirements of the FDOT Standard Specifications.

e. Lightweight concrete will not be permitted for any structural applications.

f. Section 1.4.5 of the Structures Manual Florida Department of Transportation Structures Design Guidelines Vol 1, 1/2017 be followed for concrete surface finishes.

g. Bridge beams must maintain positive camber after all dead loads and super imposed dead loads are applied.

h. Pile driving operations will be restricted to the hours of 8:00 a.m. to 7:00 p.m. to avoid interfering with any adjacent noise sensitive land uses or a different foundation design will be considered, i.e., drilled shafts.

i. Geo Synthetic Reinforced Soil Abutments may be considered for Pedestrian Bridges

j. Segmental Block Walls may be considered where appropriate.

k. Open Expansion Joints in Bridge Decks are NOT permitted.

l. Cheek walls shall be provided at exposed ends of all end bents and piers.
m. If Gravity Wall is used, it must be the Scheme 2 from Index 6011 Sheet 1 of 1 with a minimum 2'-0” embedment and 1'-0” minimum to SHW, or another type of wall must be used.

n. Turf Reinforcement Mats or other geotextiles shall be constructed on fill slopes adjacent to the ends of all walls and shall extend 50 feet beyond the wall ends in order to prevent erosion of the fill slope.

I. Specifications:

County Specifications may only be modified with County approval. The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project.

J. Shop Drawings:

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Design-Build Firm’s Engineer of Record (EOR), and Specialty Engineer as appropriate. The County shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The County’s procedural review of shop drawings is to assure that the Design-Build Firm’s EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The County’s review is not meant to be a complete and detailed review. Upon review and approval of the shop drawing, the County will initial, date, and stamp “Released for Construction” or “Released for Construction as Noted”.

Shop drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

K. Sequence of Construction:

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

L. Stormwater Pollution Prevention Plans (SWPPP)

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the County’s Project Development and Environment Manual and Florida County of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm’s Certification (FDEP Form 62-621.300(4)(b) NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES) shall be submitted for County review and approval. County approval must be obtained prior to beginning construction activities.
M. Temporary Traffic Control Plan:

1. Traffic Control Analysis:

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

2. Temporary Traffic Control Plans:

The Design-Build Firm shall utilize Index Series 600 of the FDOT Design Standards where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

3. Traffic Control Restrictions:

There will be NO LANE CLOSURES allowed between the hours of 7:00 AM to 8:00 PM. A lane may only be closed during active work periods. Pacing operations will be allowed during the approved lane closure hours. There will be no DETOURS allowed. All lane closures must be reported to the County designated Construction Engineering Inspector who will coordinate with local emergency agencies, the media, schools, etc. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency, or if the lane closure causes a drive delay greater than (20) minutes.

N. Environmental Services/Permits/Mitigation:

The Design-Build Firm will be responsible for preparing the design based on the conceptual alignment and proposing construction methods that are permitable. The Design-Build Firm will be responsible for any required permit application fees (except as otherwise specified herein). All permits necessary will be acquired prior to commencing construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. Pinellas County is responsible for reviewing, approving, signing; and the Design-Build Firm will submit the permit application package including all permit modifications, or subsequent permit applications.

O. Signing and Pavement Marking Plans:

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with County criteria.

- The Design-Build Firm shall provide signing and pavement markings for any mid-block trail crossing. The design shall include a pedestrian activated Rectangular Rapid Flashing Beacons (RRFB’s) installed at the crosswalk (dual indicated both directions) along with appropriate warning signs (W11-15 and W16-7P). RRFB’s shall also be installed in advance of the crosswalk along with warning signs (W11-15 and W16-7P). The RRFB’s shall be solar powered. The RRFB’s shall be pushbutton activated and all RRFB’s shall be actuated with the pushbuttons.
- The Design Build Firm shall provide signing and pavement markings on the shared use path and at all side street crossings.
The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the County. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the County.

It shall be the Design-Build Firm’s responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

P. **Lighting Plans:** Not Applicable

Q. **Signalization Plans:** The Design-Build Firm shall prepare Signalization Plans in accordance with County criteria.

R. **Connection Permits:** The Design-Build Firm shall obtain appropriate connection permits for crossings of state, County and city roads.

END OF DOCUMENT
PART I – ELIGIBILITY CRITERIA

Projects **must meet all** of the **eligibility criteria** to receive consideration for SUN Trail funding. SUN Trail will only fund paved multi-use trails.

1. Will the project be developed as a paved multi-use trail within the Florida Department of Environmental Protection, Florida Greenways and Trails System (FGTS) Priority Land Trail Network and the SUN Trail Network?

☒ Yes ☐ No

2. Is the project identified as a priority by the applicable jurisdiction(s)? If the project is within a boundary of a Metropolitan/Transportation Planning Organization (MPO), it must be a MPO priority. Projects outside of an MPO boundary must be identified as a priority of the county (inclusive of their municipalities), tribal government, and federal or state-managing agency. Attach the prioritization list and complete Part V.

☒ Yes ☐ No

**Indicate the priority number of the project:** #32 of Pinellas Co. MPO FY 2016/17 – 2020/21 Surface Transportation Program Project Priorities

3. Has an entity formally committed to operation and maintenance of the project? Complete and sign Part VI (CERTIFICATION OF WILLING MANAGER).

☒ Yes ☐ No

4. Is the project consistent with the applicable comprehensive plan(s) or the long-term management plan(s)?

☒ Yes ☐ No

**Indicate the type of plan(s) and date(s) of adoption.** Pinellas County Comprehensive Plan – adopted March 8, 2008

---

*Do not proceed to Part II if the project resulted in a “no” response in Part I.*
PART II – PROJECT INFORMATION

Project Name: Pinellas Trail Loop

Project Location (attach a labeled location map with aerial view; optional: submit shape files)

- **Municipality**: Pinellas County, Clearwater, Largo, Pinellas Park, and St Petersburg
- **County**: Pinellas County
- **DOT District Number**: District 7

Termini Begin: John Chesnut Sr. Park

Termini End: North Bay Trail

Total Length: **21.35 Miles**

**Briefly describe the scope of the project:** The project includes trail construction of two segments to complete the Pinellas Loop Trail. The Pinellas Trail Loop is a 75-mile trail network that encircles the Pinellas County peninsula. Over 53 miles have been constructed; whereas, two segments require construction to result in a fully connected, multi-modal pathway that links people to local service, jobs, and educational opportunities. The Pinellas Trail Loop provides a vital link to the emerging Southwest Coast Regional Trail and provides a cross state connection to the planned Coast to Coast Trail; this will result in the longest continuous trail in Florida.

*(SEE ATTACHED EXTENDED PROJECT NARRATIVE)*
Pinellas Trail Loop Project Narrative

OVERVIEW

The Pinellas Trail Loop project includes the construction of a 21.35-mile segment gap to create a continuous, designated trail network around the Pinellas County peninsula. The Pinellas Trail Loop is planned as a complete 75-mile regional trail network that connects residents and visitors to recreation, education, employment, services, and transit across the metropolitan region. The completed project improves safety and access for non-motorized travel. The ultimate vision is to create a continuous, designated Pinellas Trail loop that circles the county, interconnects other networks, and serves as the primary spine facility for pedestrian/bicycle infrastructure. The Pinellas Trail Loop has a significant gap between John Chesnut Sr. Park and the northern terminus of the St. Petersburg North Bay Trail.

Complete County Connections - The current, incomplete Loop stretches from the northernmost to the southernmost areas of Pinellas County however, the increased mobility provided by the current trail is limited largely to the western portion of the County. The gap is located on the eastern side of the Loop and the residents of unincorporated Pinellas County and the Cities of Oldsmar, Clearwater, Largo, Pinellas Park, and St. Petersburg, as well as the County as a whole, would greatly benefit from the increased connectivity to major employers, institutions of higher education and vocational training, public schools and many other community resources and services.

The Pinellas Trail Loop connects community assets including local governments, educational institutions, major employers, and the residents of Pinellas County. In addition, over 100 letters of support have been submitted for the project, representing a remarkably diverse group of legislators, businesses, educational institutions, community groups, and citizens.

Value Added Design - The project is planned almost entirely within existing easements and rights-of-way to lessen the cost of property acquisition. The project connects into existing and committed trail segments/infrastructure to create a complete trail loop within the County. The project will explore reuse materials for its base to lessen construction cost.

Implementation Strategy - Together with over $37 million in state and federal funding, Pinellas County has invested nearly $29 million to complete the existing trail sections since 1991. This amount doesn’t include millions of dollars of connecting trails, trailheads, and other amenities by municipalities along the corridor. By using County funding to construct the backbone of the Pinellas trail system, municipalities can focus limited available funding on trails that have a local focus but connect to the Pinellas Trail to provide regional connectivity.
PROJECT THEMES

The project design is rooted in the following public benefit and implementation themes:

- **Creates a reliable multi-modal network** – improving the efficiency of the road network, while providing an option for movement of non-motorized travelers. This includes expanded access to transit connections through bikes on buses programs. PSTA has over 400,000 bikes on buses users per year. This allows transit users to utilize multimodal options for further destinations and origin locations.

- **Improves economic mobility** – bringing an estimated 380,000 residents and 260,000 jobs within one-half mile of the 75-mile, uninterrupted, non-motorized transportation facility. More than half of the county’s population will live within one-mile of the completed Loop.

- **Provides economic opportunities** – enhancing economic competitiveness by connecting residents with employment, commercial and recreational destinations, drawing tourists to the area, and attracting new businesses along and near the corridor.

- **Increases community transportation choices** – benefiting low-income and minority neighborhoods with direct access to this multi-modal transportation facility and enhanced connections to transit, schools, commercial centers, employment and recreational facilities.

- **Avoids adverse environmental impacts on air quality** – providing bicyclists and pedestrians with a reliable transportation alternative.

- **Fosters a safe, connected and accessible transportation system** – through a 75-mile uninterrupted multi-modal transportation facility that connects to over 84 schools and 169 major employers (within one half mile).
ACCESS TO SAFE TRANSPORTATION ALTERNATIVES

Pinellas County is unique in the State of Florida. It is one of the smallest counties in the State and, at 3,309 persons per square mile, has densities unlike any other county in Florida (Broward, having 1,445 persons per square mile is the next most dense). Pinellas County experiences high levels of pedestrian and bicycle crashes, due largely to the current transportation network’s reliance on the personal automobile to access nearby land uses. In 2015 alone, Pinellas County experienced 995 pedestrian and bicycle crashes. 35 of these were fatal (Pinellas County MPO Crash Data Management System, 2015). Pinellas County has a legacy of roadways that fail to account for the safety of people on foot and on bicycle. The urgent need to act is compounded by projected demographic changes as well. The County’s older population will grow rapidly as the “Baby-Boom” generation ages and the number of racial and ethnic minorities rises. These groups, along with children, are disproportionately represented in pedestrian deaths. The completion of the Pinellas Trail Loop will help drive down these statistics by taking automobiles off the road and providing a safe haven for pedestrian and bicycle travel.

REGIONAL TRAIL SYSTEM CONNECTIVITY

Completing the loop would provide uninterrupted trail connections to a non-motorized bicycle and pedestrian facility that crosses Tampa Bay, connecting to the Tampa and Hillsborough County trail networks. This includes access to regional transit via connections to park and ride lots for PSTA and HART. In addition, the Pinellas Trail Loop will connect to the proposed Florida Coast to Coast Connector Trail, an uninterrupted trail facility that will traverse the entire width of the State of Florida and link St. Petersburg to Titusville, in Brevard County on the east coast of Florida.

The Pinellas Trail Loop is adopted as part of the TBARTA – 2040 and Longer Range Regional Multi-Use Trail Projects map. The project is a part of regional trail links that interconnect the Tampa Bay Region through designated non-motorized networks. The Trail Loop is coordinated with other public facilities in the metropolitan region to create a comprehensive, coordinated system.
COMPLETE STREETS

It is the goal of the Department of Transportation to implement a policy that promotes safety, quality of life, and economic development in Florida. The FDOT Complete Streets Policy is designed to ensure that Florida’s transportation network supports safe and convenient travel for all transportation users. To implement this policy, the Department will routinely plan, design, construct, reconstruct and operate a context sensitive system of “Complete Streets.” While maintaining safety and mobility, Complete Streets shall serve the transportation needs of transportation system users of all ages and abilities.

The Pinellas Trail Loop is planned and designed as the primary bicycle and pedestrian facility by which all other routes are connected. Small, local connections stem from the Trail Loop as multi-modal roadways with complementary pedestrian and bicycle infrastructure. The Pinellas Trail Loop will accommodate safe, convenient non-motorized mobility to major nodes, activity centers, and transportation hubs.

An estimated 380,000 people live and 260,000 jobs are within one-half (1/2) mile of the Pinellas Trail Loop. The Loop connects major employers, technical schools, institutions of higher education, and commercial facilities with many residential neighborhoods, including those that currently lack easy access to grocery stores and those with significant low-income and minority populations. The current gap in the trail system presents significant barriers to current and potential trail users by preventing direct access to the trail from high density residential and intense commercial areas. Completing the Pinellas Trail Loop will provide a solution to the high demand for safe connections to economic advancement opportunities, providing the opportunity for healthier lifestyles while reducing roadway congestion and greenhouse gas emissions.

The Pinellas Trail Loop will provide a solution to the high demand for safe connections to economic advancement opportunities, providing the opportunity for healthier lifestyles while reducing roadway congestion and greenhouse gas emissions. Completing the Pinellas Trail Loop will finish a 75-mile multi-modal transportation facility that will safely accommodate alternative travel modes and enhance access to and from employment, retail services, and residential areas. This project is not only prudent, it is a much-needed regional transportation connection.

A significant portion of this project will add trail connectivity for pedestrians and bicyclists along existing roadway corridors where trails and sidewalks do not currently exist. These roadways include city, county, and FDOT facilities.
SAFE ROUTES TO SCHOOLS

Safe Routes to School is the public policy initiative to increase the number of children who walk or bicycle to school by funding projects that remove the barriers currently preventing them from doing so. Those barriers include lack of infrastructure, unsafe infrastructure, and a lack of programs that promote walking and bicycling through education/encouragement programs aimed at children, parents, and the community.

The Pinellas Trail Loop project will provide a designated, non-motorized route for school children to access schools across Pinellas. The trail is within one-half mile of 84 schools. While the trail serves as a regional connection, local routes provide for direct access to school and other higher educational institutions. For many school-age children, the project will open the opportunity to safely bike or walk to school.

REGIONAL MULTI-MODAL CONNECTIVITY

The Pinellas Trail also provides vital connectivity to Pinellas County designated Activity Centers, Multimodal Corridors and neighborhoods. The regional has planned for mixed-use Activity Centers to serve as long-term focus for employment, housing, and civic amenities, the Trail connects each Center and expands transportation choices to a variety of users.

The Trail Loop passes along planned premium transit routes, planned light-rail route, and connects to the Pinellas Suncoast Transit Authority government offices/transit hub. Additionally, the Pinellas Trail provides connection to the Suncoast Beach Trolley that extends from Clearwater to St. Petersburg with stops along the unique beach communities. The Pinellas Trail Loop also connects to the existing Clearwater Beach Ferry and the St. Petersburg/Tampa Ferry Pilot Program.
FLORIDA GREENWAYS & TRAILS SYSTEM

The Florida Greenways and Trails System (FGTS) is made up of existing, planned, and conceptual trails and ecological greenways that form an interconnected statewide network. The FGTS serves as a green infrastructure plan for Florida, tying together the greenways and trail plans and planning activities of communities, agencies, and non-profits throughout Florida.

The Pinellas Trail was first listed on the FGTS in 2003 and is a Priority Trail in the Florida Greenways and Trails System Plan. This Pinellas Trail Loop completion project would connect the other Pinellas County trails in the FGTS including Bayshore Linear Greenway, Upper Tampa Bay Trail, and Mckay Bay Trail. The Tampa Bay connections contribute to a larger trail network that extends down the Gulf Coast and also across the state to the Atlantic. The Pinellas Trail Loop requires a 21.35 mile connection to complete the Pinellas link.
PUBLIC SUPPORT

The project has secure public, private, and community support. The Pinellas Trail Loop provides direct connections to trails within the county and extending into other counties in the region. The County and Forward Pinellas (formally Pinellas Planning Council and MPO) have been collaborating with other agencies in the region to support the Pinellas Trail Loop as a regional facility and it continues to remain a high priority across the region.

Pinellas County and Forward Pinellas are partnering with Duke Energy to use their property and utility easements for a significant portion of this project. This partnership allows for the utilization of the existing utility corridor, providing a unique and functional trail corridor that not only provides a recreational opportunity, but serves as a safe alternative transportation facility for employment, school traffic, and other non-recreational trips.

In anticipation of completing the Loop, the Florida Department of Transportation has already constructed an overpass at U.S. Highway 19 and an underpass at SR 688/Ulmerton Road for the future Pinellas Trail Loop. Another overpass segment was recently constructed at Allen's Creek and US 19 which provides for the trail crossing. In addition, FDOT has committed to constructing the trail segment along Roosevelt Boulevard (SR 686) at a value of $1.5 million for 2.3 miles of trail. The project capitalizes on other FDOT investments in the region.

PROJECT SUPPORT ENTITIES (2015 LETTERS OF SUPPORT FOR PROJECT FUNDING OPPORTUNITIES)

<table>
<thead>
<tr>
<th>State and Federal Elected Officials</th>
<th>Chambers and Community Organizations</th>
<th>Local Governments</th>
</tr>
</thead>
<tbody>
<tr>
<td>U.S. Senator Bill Nelson</td>
<td>Chambers of Commerce and Economic Development</td>
<td>City of Belleair Bluffs</td>
</tr>
<tr>
<td>David W. Jolly, U.S. Representative, Florida District 13</td>
<td>Central Pinellas Chamber of Commerce</td>
<td>City of Clearwater</td>
</tr>
<tr>
<td>Kathy Castor, U.S. Representative, Florida District 14</td>
<td>Clearwater Regional Chamber of Commerce</td>
<td>City of Dunedin</td>
</tr>
<tr>
<td>Gus M. Bilirakis, U.S. Representative, Florida District 12</td>
<td>Pinellas Park/Gateway Chamber of Commerce</td>
<td>City of Gulfport</td>
</tr>
<tr>
<td></td>
<td>St. Petersburg Area Chamber of Commerce</td>
<td>City of Largo</td>
</tr>
<tr>
<td></td>
<td>Visit St. Petersburg/Clearwater</td>
<td>City of Oldsmar</td>
</tr>
<tr>
<td></td>
<td>Trail and Community Organizations</td>
<td>City of Pinellas Park</td>
</tr>
<tr>
<td></td>
<td>Council of North County Neighborhoods</td>
<td>City of Safety Harbor</td>
</tr>
<tr>
<td></td>
<td>Florida Bicycle Association</td>
<td>City of Seminole</td>
</tr>
<tr>
<td></td>
<td>Florida Greenways &amp; Trails Foundation, Inc.</td>
<td>City of South Pasadena</td>
</tr>
<tr>
<td></td>
<td>Joy Hancock, Assist. Dir. Florida Bike Spring Tour (dir. Bike Florida Boutique Tours)</td>
<td>City of St. Petersburg</td>
</tr>
<tr>
<td></td>
<td>Pinellas Trails, Inc.</td>
<td>City of Tarpon Springs</td>
</tr>
<tr>
<td></td>
<td>57 Letters from Citizens</td>
<td>Town of Belleair</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Town of Kenneth City</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Private Businesses</th>
<th>Educational Institutions</th>
</tr>
</thead>
<tbody>
<tr>
<td>AliveTek</td>
<td>Clearwater Central Catholic High School</td>
</tr>
<tr>
<td>BayCare</td>
<td>Pinellas County Schools, Career, Technical and Adult</td>
</tr>
<tr>
<td>Bayfront Health</td>
<td>Education</td>
</tr>
<tr>
<td>Duke Energy</td>
<td>Pinellas County Schools, Superintendent</td>
</tr>
<tr>
<td>Derby Lane</td>
<td>St. Petersburg College</td>
</tr>
<tr>
<td>Empath Health</td>
<td>University of South Florida St. Petersburg</td>
</tr>
<tr>
<td>HSN</td>
<td></td>
</tr>
<tr>
<td>Jabil</td>
<td></td>
</tr>
<tr>
<td>My Marketing Department, Inc.</td>
<td></td>
</tr>
<tr>
<td>Plasma-Therm</td>
<td></td>
</tr>
<tr>
<td>PowerDesign</td>
<td></td>
</tr>
<tr>
<td>Renker Eich Parks Architects</td>
<td></td>
</tr>
<tr>
<td>Raymond James &amp; Associates</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Other Governmental Entities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Barrier Islands Governmental Council (BIG-C)</td>
</tr>
<tr>
<td>Florida Department of Health</td>
</tr>
<tr>
<td>Forward Pinellas (MPO)</td>
</tr>
<tr>
<td>Pinellas Board of County Commissioners</td>
</tr>
<tr>
<td>Pinellas County Economic Development</td>
</tr>
<tr>
<td>Pinellas County Veterans Services</td>
</tr>
<tr>
<td>Pinellas Suncoast Transit Authority (PSTA)</td>
</tr>
<tr>
<td>Sheriff Bob Gualtieri, Pinellas County Sheriff’s Office</td>
</tr>
<tr>
<td>Tampa Bay Area Regional Transportation Authority (TBARTA)</td>
</tr>
<tr>
<td>Tampa Bay Regional Planning Council</td>
</tr>
</tbody>
</table>
Florida Statute requires a reasonable estimate of the project cost prior to adoption in the Department’s Five Year Work Program. Use Present Day Cost values. Projects must follow appropriate design criteria and meet Americans with Disabilities Act requirements. If necessary, attach a separate spreadsheet.

Funding Phase(s) requested:

☐ Feasibility Study (FS)    ☐ Project Development & Environment (PD&E)
☒ Preliminary Engineering/Design (PE)    ☐ Acquisition of right-of-way (ROW)
☒ Construction (CON)    ☒ Construction Engineering & Inspection Activities (CEI)

Briefly describe any project work phases that are underway or completed.
The construction of the Pinellas Trail Loop from Enterprise Road to Sunset Point Road is nearing completion and the section from Sunset Point Road to northeast Coachman is at Phase II design and is estimated to begin construction in 2017.

The construction of the trail segment along Roosevelt Blvd. is anticipated to begin in 2017.

The portion of the trail gap from South of Allen’s Creek to Brighthouse Field has been completed and is not included in the funding needs below:

Proposed timeline and funding needs:

<table>
<thead>
<tr>
<th>Phase</th>
<th>Proposed Year(s)</th>
<th>Amount(s) Requested</th>
<th>Matching Funds</th>
<th>Total Project Costs</th>
<th>Source(s) of Match</th>
</tr>
</thead>
<tbody>
<tr>
<td>FS</td>
<td>2012-2016</td>
<td></td>
<td>$208,015</td>
<td>$208,015</td>
<td>Pinellas County</td>
</tr>
<tr>
<td>PD&amp;E</td>
<td>2014-2016</td>
<td></td>
<td>$216,667</td>
<td>$216,667</td>
<td>Pinellas County</td>
</tr>
<tr>
<td>PE</td>
<td>2016-2018</td>
<td>$1,756,810</td>
<td>$695,855</td>
<td>$2,452,665</td>
<td>Pinellas County</td>
</tr>
<tr>
<td>ROW</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>CON</td>
<td>2016-2021</td>
<td>$17,654,094</td>
<td>$6,872,560</td>
<td>$24,526,654</td>
<td>Pinellas County</td>
</tr>
<tr>
<td>CEI</td>
<td>2016-2021</td>
<td>$2,784,626</td>
<td>$894,372</td>
<td>$3,678,998</td>
<td>Pinellas County</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$22,195,531</td>
<td>$8,887,469</td>
<td>$31,083,000</td>
<td></td>
</tr>
</tbody>
</table>
PART IV – SELECTION CRITERIA

Projects may not meet all of the following selection criteria, a numerical ranking will not be calculated, and Individual Trail Projects with the greatest strengths will advance more quickly.

Optional: provide attachments if additional space is needed.

1. Does the project enhance the safety of bicyclists, pedestrians and motorists?
   ☒ Yes ☐ No
   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.
   ☒ Project includes a safety component.
   ☒ Project is located in an area identified as a hazardous biking/walking zone or in an area with significant numbers of safety concerns.
   ☐ Project implements a bicycle and pedestrian safety action plan. Provide the name of the plan and date of adoption. Pinellas County Pedestrian Safety Action Plan (report completion April 2009)
   ☒ Other (list)

   The Pinellas Trail Loop will result in over 75-miles of designated, off-street pedestrian/bicycle pathways that connect over 84 schools and 69 major employers; this will greatly reduce safety conflicts between motorists and bicyclists/pedestrians traveling throughout area.

   The project implements action items identified in the Pinellas County Pedestrian Safety Action Plan; the plan calls to identify potential opportunities to improve pedestrian’s ability to safely cross major roadways.

2. Is the project recognized as having regional, state or national importance?
   ☒ Yes ☐ No
   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

   ☒ Project is a component of a Regional Trail System prioritized by the Florida Greenways and Trails Council. List the Regional Trail System(s).
   Southwest Coastal Regional Connector (this part of the Pinellas Trail Loop is a part of the Southwest Coast Regional Connector that was selected as the #3 priority trail by the Florida Greenways and Trails Council) The Southwest Coast Regional Connector links to the Coast to Coast Regional Connector.

   ☒ Project is a component of a National Recreational Trail, East Coast Greenway or a trail that has other national importance. List the national recognitions.
   The project is a component of the Fred Marquis Pinellas Trail, Clearwater East-West Trail (Ream Wilson), and North Bay Trail.
   The Pinellas Trail has received the following national recognitions:
   2008 – Induction into the Natural Rail to Trail Hall of Fame – Rails to Trails Conservancy National Award
   2003 – National Recreation Trail Designation – National Park Service, Department of the Interior
   1998 – Take Pride in America - National Award

Page 4 of 12
Project implements an adopted regional bicycle, pedestrian or trail master plan. Provide the name of the regional plan(s). TBARTA 2015 Master Plan and Multi-Use Trails Map

Other (list) Florida Greenways & Trails Foundation | Southwest Coastal Regional Trail

The proposed project will close the last remaining gaps to complete the Pinellas Trail Loop. Additionally, the Pinellas Trail Loop provides a link in creating the Southwest Coast Regional Trail/Connector; this provides a continuous trail link from Pinellas to Collier Counties. The Pinellas Trail Loop also provides local trail link to the Coast to Coast Trail providing for cross-state connections.

3. **Is there an additional financial contribution committed to the project?**
   Select the most appropriate response.

   ☒ Yes, funds are leveraged by multiple public/private sources of investments dedicated to this specific trail segment (i.e. federal, state, local, non-profit, private landowner contributions). If yes, what are the sources?

   What is the total percentage of match?

   ☒ Yes, funds are leveraged by at least one additional public/private source of investment dedicated to this specific trail segment.
   If yes, what is the source? Pinellas County FS, PD&E, PE, CON, and CEI

   What is the total percentage of match? **28.59%**

   ☐ No, funds are not leveraged by public/private sources of investments dedicated to this specific trail segment.

4. **Does the project blend transportation modes by completing, improving or enhancing existing facilities?**
   ☒ Yes ☐ No
   If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

   ☒ Project implements Complete Streets objectives and initiatives.

   ☒ Project implements Safe Routes to Schools objectives and initiatives.

   ☒ Project provides a direct connection to regional transit systems (i.e. rail stations, express or local bus routes).

   ☒ Project is located in a designated multi-modal district.

   ☒ Project has the potential to reduce vehicular congestion.

   ☒ Project improves access in a Bicycle Friendly Community or Bicycle Friendly University, as designated by the League of American Bicyclists. If yes, indicate the name of the designated community or university.
City of St Petersburg (Bicycle Friendly Community)

☐ Project improves access in a Walk Friendly Community, as designated by the Pedestrian and Bicycle Information Center. If yes, indicate the name of the designated community.

☒ Other (list) The project connects directly into existing segments to create a complete trail system; Clearwater Ream Wilson Trail, Duke Energy Trail, and the North Bay Trail

The project provides for designated, direct multi-modal routes for bicycles and pedestrians that are physically separated from motor vehicle travel lanes. The project provides links to transit routes and transfer hubs.

5. Is the project ready for construction? Select the most appropriate response.

Project is ready for immediate construction and all pre-construction phases are complete.

☐ Yes ☒ No

Project is capable of near term development. The design is nearly complete and permitting is underway. This project includes pre-construction. If yes, include the schedule.

☐ Yes ☒ No

Project proposal is feasible but still needs to be designed. Construction will occur in the future.

☒ Yes ☐ No

6. Does the project have a high level of documented public support?

☒ Yes ☐ No

If yes, select from the following and briefly explain how the project meets the selection criteria.

☐ The greater community supports the project as demonstrated by recently adopted proclamations or resolutions expressing commitment. Provide the resolution number, adopted date and participating parties.

☒ Demonstration of public support is consistent across multiple entities representing the greater community, rather than a select few interest groups. Briefly explain. Public support for completing the Pinellas Trail Loop was identified in: (a) The 2014 Pinellas Trail Users Survey Report and (b) as part of the community engagement plan for the Pinellas MPO 2040 Long Range Transportation Plan; the engagement strategy included community Focus Group Meetings, On-line Surveys, a Steering Committee, and One-on-One meetings with major stakeholders/employers/property owners. Both efforts included a broad range of community participants to identify the local preference for future transportation projects.

☒ Recent community surveys provide an indication of need and support. Briefly explain. The 2014 Pinellas Trail Users Survey indicated a strong community desire to complete the Pinellas Trail Loop to achieve a complete trail system and provide for route choices. The On-line Surveys...
and Focus Groups for the 2040 Long Range Transportation Plan (LRTP) showed support for completing the Pinellas Trail Loop.

☒ An advertised public meeting for discussing the project occurred. Provide the date and type of meeting. As part of the 2040 LRTP, eight (8) Focus Group meetings were advertised, conducted, and recorded to identify public support for future transportation projects including completing the Pinellas Loop Trail. Two meetings occurred on each of the following dates: 10/29/2012, 10/30/2012, 10/31/2012, and 11/02/2012.

☒ Other (list) As part of the 2040 LRTP, the MPO hosted an On-Line Survey, facilitated regular Stakeholder Meetings, and conducted One-on-One Interviews with major employers/property owners; all efforts revealed strong support for completing the Pinellas Trail Loop, providing multi-modal transportation options, and improving pedestrian/bicycle safety.

7. Does the project have a significant immediate impact to the quality of life by enhancing economic opportunities and providing connectivity to destinations?

☒ Yes ☐ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☒ The project connects to or through federal, state or local conservation/recreation areas. List the conservation/recreation areas. John Chesnut Sr Park, Weedon Island, Moccasin Lake Nature Park, Brooker Creek Preserve, and Honeymoon Island

☒ The project connects people to jobs, businesses or civic resources.

☒ The project is located along or connects to a Florida Scenic Highway. List the Scenic Highway(s). Courtney Campbell Causeway

☒ The project is part of a public/private partnership where developers, linear corridor owners, small businesses, corporations, foundations or private sector partners are directly supporting the project.

☐ The project is located within a Rural Economic Development Initiative (REDI) Community defined pursuant to Section 288.0656, Florida Statutes. List the REDI area. Enter REDI Area.

☐ The project is located within a Rural Area of Opportunity (RAO) defined pursuant to Section 288.0656, Florida Statutes. Select the RAO area: Select RAO Area.

☒ Other (list) The completed Pinellas Trail Loop provides premium pedestrian/bicycle access to employment and higher educational institutions; there are an estimated 380,000 residents and 260,000 jobs within one-half mile of the completed, 75-mile Pinellas Trail Loop. The completed Pinellas Trail Loop is planned to link into larger state-wide trail systems to create a signature tourist attractor; the project is a vital link to the Southwest Coast Regional Connector and provides connections the Coast to Coast Trail.
8. Does the project enhance or preserve environmental resources?

☐ Yes ☒ No

If yes, check applicable attributes and briefly describe how the project meets the selection criteria.

☐ The project ensures the Florida Ecological Greenway Network (FEGN) maximizes protection of high priority linkages; the project is within a Priority 1 or 2 Critical Linkage as identified by the FEGN.
☐ The project restores or mitigates impacts of environmental degradation.
☐ The project incorporates water quality or drainage improvements.
☐ The project incorporates conservation initiatives to restore/maintain connectivity by reducing vehicle-caused wildlife mortality.
☐ The project’s environmental impact assessment or statement does not identify specific issues.
☐ The project’s environmental approval and permitting process is complete.

9. Does the project facilitate a system of interconnected trails by closing a gap in the SUN Trail Network?

☒ Yes ☐ No

If yes, how many miles of trail will be available once this gap is complete? 75
List the trail names. Pinellas Trail Loop

10. The project includes cost-saving elements.

☒ Yes ☐ No

If yes, briefly describe the potential for overall cost savings for completing this project in conjunction with another project (i.e. new/resurfacing roadway, redevelopment/new development project, trail phase/extending trail project). Remember to provide the other project(s) scope and schedule, the funding source, the funding year, and if funding is through FDOT, provide the Financial Management Number.

The project is planned almost entirely within existing easements and rights-of-way to lessen the cost of property acquisition. The project connects into existing and committed trail segments/infrastructure to create a complete trail loop within the County.
PART V – CERTIFICATION OF PROJECT PRIORITZATION

1. For projects within a MPO/TPO boundary, complete the following information. If the project is outside of a MPO/TPO boundary, proceed to Part V – question #2.

Pinellas County MPO
Name of Metropolitan/Transportation Planning Organization

Whit Blanton, FAICP
Name of Contact

310 Court Street
Address

Clearwater, FL 33756
City, State and Zip Code

wblanton@pinellascounty.org
Contact email

727-464-8250
Telephone Number

Signature:

Print Name: Whit Blanton

Title: Executive Director

DATE: 6/9/2016

Signature confirms the requested project is consistent with MPO/TPO plans and documents, it is an eligible priority, the MPO/TPO supports the project and you possess authorization to submit the funding request.
2. For projects outside of a MPO/TPO boundary, complete the following information.

Choose a County.
Name of County

N/A
Name of Contact

N/A
Address

N/A
City, State and Zip Code

N/A
Contact email

N/A
Telephone Number

Signature: ____________________________________________

Print Name: N/A

Title: N/A

DATE:

Your signature confirms the requested project is consistent with applicable comprehensive plan(s) and/or the long-term management plan(s), it is an eligible priority, the County (tribal government, federal or state managing agency) supports the project, and you possess authorization to submit the funding request.
PART VI – CERTIFICATION OF WILLING MANAGER(S)

The managing entity will provide routine regular maintenance, is responsible for the daily upkeep and operation of the trail to protect users, will reduce safety hazards that occur, and will ensure a quality level of service is maintained on the facility. Projects traversing multiple jurisdictional boundaries may have multiple managers. Submit the Certification of Willing Manager(s) for all proposed trail segments.

**Routine Maintenance:** Involves the day-to-day upkeep of a trail. Activities may consist of litter pick-up, trash removal, debris removal, soil and weed control, maintenance of drainage, graffiti removal, mowing, sweeping, sign replacement, shrub trimming and other regularly scheduled maintenance activities.

- For FDOT Constructed Trails Inside of FDOT ROW – FDOT will maintain the pavement and any bridge structures for a trail in its ROW, and will apply normal roadway maintenance standards such as mowing and litter control to the entire ROW inclusive of the trail. Beyond this, a local sponsor/agency will enter into a maintenance agreement with the department to undertake all other trail maintenance. The area of responsibility will be the footprint of the trail within FDOT ROW as defined by the District. The local agency/sponsor will be responsible for any mowing and litter control above FDOT roadway standards and maintenance of trail specific facilities, drainage, and features such as ornamental landscaping, wayside areas, benches, litter receptacles, and restrooms. The local sponsor/agency will be identified prior to programming the PD&E phase. The maintenance agreement detailing the full maintenance requirements of that entity must be executed prior to letting for construction.

- For FDOT Constructed Trails Outside of FDOT ROW – Trails that are constructed outside of FDOT ROW shall be maintained by an entity other than FDOT. The department will enter into an agreement or other form of documented commitment to ensure that a local sponsor/agency is committed to long-term trail maintenance. The local sponsor/agency will be responsible for all trail operation and maintenance needs which includes routine pavement and bridge structure repair, drainage, litter control, sweeping, vegetation management, and the maintenance of trail specific facilities and features such as ornamental landscaping, wayside areas, benches, litter receptacles, and restrooms.

**RE:** Pinellas Trail Loop

Name of Project

Pinellas County, Florida (between John Chesnut Sr Park and North Bay Trail)
Address or Location of Project
FROM:
Pinellas County – Public Works Department
Name of Managing Entity
Ken Jacobs
Name of Contact
2221 US 19 / Building 1
Address
Clearwater, Florida 33769
City, State and Zip Code
kjacobs@pinellascounty.org
Contact email
727-464-8928
Telephone Number

Signature: [Signature]

Print Name: Ken Jacobs

Title: Traffic Engineering Manager

DATE:

Your signature serves as certification of (1) a commitment from your agency to maintain the facility requested and that your agency will enter into a Maintenance Memorandum of Agreement with the Department for the Project prior to the completion of design, or prior to the letting/advertisement for construction for any project proposed for a later phase; (2) the information in this application is true and accurate; (3) to comply with the Federal Uniform Relocation Assistance and Acquisition Policies Act (The Uniform Act) for any right-of-way actions required for the project; (4) lands developed with SUN Trail funds will be available for public use for the lifespan of the improvement; and (5) support of other actions necessary to fully implement the proposed project.

A separate application must be used for each project proposal that meets the minimum Individual Trail Eligibility Criteria. The applicable jurisdiction must prioritize and submit completed application(s) to your District Trail Coordinator no later than 5:00 p.m. on June 20, 2016.

FOR FDOT USE ONLY
Application Complete ☐Yes  ☐No
Project Eligible ☐Yes  ☐No
Implementation Feasible ☐Yes  ☐No
District Prioritization Number District Prioritization Number.
Central Office Prioritization Number Central Office Prioritization Number.
Final Determination for inclusion in the Work Program ☐Yes  ☐No