REQUEST FOR QUALIFICATIONS

MISCELLANEOUS PROFESSIONAL SERVICES FOR
CONSTRUCTION ENGINEERING AND INSPECTION (CEI) PROJECTS

I. LEGAL ADVERTISEMENT

The City of St. Petersburg, Florida ("City") is requesting a Statement of Qualifications from qualified firms or individuals interested in performing miscellaneous professional engineering services on a continuing basis for the City's Construction Engineering and Inspection (CEI) services.

A written Statement of Qualifications will be accepted by the City of St. Petersburg at the Engineering and Capital Improvements Department, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701, until 4:00 pm on Wednesday, November 9, 2016.

Detailed information and data to be submitted with a Statement of Qualifications are available by e-mail from Colleen Mazzo, Capital Improvements Assistant, Engineering and Capital Improvements Department, at colleen.mazzo@stpete.org or by calling 727-893-7295.

The City reserves the right at any time to modify, waive, or otherwise vary the terms and conditions of this Request for Qualifications including, but not limited to, the deadlines for submission, the submission requirements, and the Scope of Work. The City further reserves the right to reject any or all submittals, to cancel or withdraw this Request for Qualifications at any time. Selection is dependent upon the negotiation of a mutually acceptable contract with the successful proposer(s).

CITY OF ST. PETERSBURG, FLORIDA
BREJESH PRAYMAN, P.E.
ENGINEERING & CAPITAL IMPROVEMENTS INTERIM DIRECTOR

APPROVED: ___________________________  Date: 10/13/16
BREJESH PRAYMAN
Engineering & Capital Improvements Department
BREJESH PRAYMAN, INTERIM DIRECTOR
II. INSTRUCTIONS

A. REQUEST FOR QUALIFICATIONS ("RFQ") SUMMARY

1. RFQ Scope: The City of St. Petersburg, Florida ("City"), is requesting Statements of Qualifications (SOQ) and intends to select a maximum of three (3) qualified firms or individuals interested in performing the professional services described in this RFQ. A detailed description of the Scope of Services is contained in Appendix A.

2. RFQ Schedule: The proposed schedule for the selection of a maximum of three (3) qualified firms or individuals is set forth below:

<table>
<thead>
<tr>
<th>Date</th>
<th>Event Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, October 12, 2016</td>
<td>RFQ Distribution/Legal Advertisement</td>
</tr>
<tr>
<td>Wednesday, November 9, 2016</td>
<td>Written SOQ six (6) hard copies and one (1) digital copy in PDF format on a CD or USB flash drive due by 4:00 pm at the office of the Engineering &amp; Capital Improvements Director, 7th Floor, Municipal Services Center, One Fourth Street North, St. Petersburg, Florida 33701</td>
</tr>
<tr>
<td>Wednesday, November 16, 2016</td>
<td>Selection Committee Shortlisting Meeting. All of those who submitted a SOQ will be contacted via email to inform them of outcome of meeting and shortlisting.</td>
</tr>
<tr>
<td>Monday, November 21, 2016</td>
<td>Interviews with those shortlisted and final ranking.</td>
</tr>
<tr>
<td>November/December, 2016</td>
<td>Contract Negotiation</td>
</tr>
<tr>
<td>December, 2016</td>
<td>City Council Approval and Award</td>
</tr>
</tbody>
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3. Minimum Qualifications: Firms or individuals shall be prequalified by FDOT in Roadway Construction Engineering Inspection Work Category (10.1).

B. GENERAL INSTRUCTIONS

1. News Releases: Public disclosure regarding this RFQ, the SOQ and subsequent awards, will be coordinated by the City.

2. Inquiries: Questions regarding the RFQ may arise as proposing firms or individuals are preparing their documents. Please direct questions to:

   Brejesh Prayman, P.E., Interim Director
   City of St. Petersburg
   Engineering & Capital Improvements Department
   One 4th Street North, 7th Floor
   St. Petersburg, Florida 33701
   Telephone: (727) 892-5383
3. **Signature Requirements:** The SOQ must be signed by a duly authorized official(s) of the proposing firm or by the proposing individual. Consortiums or teams submitting SOQ, although permitted and encouraged, will not be considered responsive unless it is established that all contractual responsibility rests solely with one firm or legal entity which shall not be a subsidiary or affiliate with limited resources. Each SOQ shall indicate the entity responsible for execution on behalf of the qualification statement team.

4. **SOQ Delivery:** The City must receive six (6) hard copies and one (1) digital copy in PDF format on a CD or USB flash drive of the SOQ no later than 4:00 pm on **Wednesday, November 9, 2016,** at the office of Engineering & Capital Improvements Department, Municipal Services Center, One Fourth Street North, 7th Floor, St. Petersburg, Florida 33701. The SOQ shall be addressed to Mr. Brejesh Prayman, P.E., Interim Director.

5. **RFQ Addenda:** In the event that it becomes necessary to revise any part of this RFQ, or if additional information is necessary to enable the proposing firms or individuals to make an adequate interpretation of the provisions of this RFQ, an addendum(s) to the RFQ will be provided to each firm or individual that has requested a copy of this RFQ.

6. **Rejection Rights:** The City reserves the right, at any time, to modify, waive or otherwise vary the terms and conditions of this RFQ, including, but not limited to, the deadlines for submission and submission requirements. The City further reserves the right to reject any or all SOQ, to cancel or withdraw this RFQ at any time. Selection is dependent upon the negotiation of a mutually acceptable contract.

7. **SOQ to be in Effect:** Each SOQ shall state it is valid for a period of not less than 90 days from date of receipt.

8. **Nondiscrimination:** It is the policy of the City to provide work places free from discrimination, harassment and related inappropriate behavior. The City does not condone or tolerate any behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual’s or group’s race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category. Gender includes but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held. Firms are required to comply with Title VI. Firms are encouraged to adopt such policies and provide work places free of discrimination in terms of conditions of employment, including benefits not included within the scope of Title VI.

9. The Professional Services Agreement is attached to this RFQ as **Appendix D.** The SOQ shall include a statement of the firm’s or individual’s exceptions to the Professional Services Agreement.

10. **Ownership and Reuse of Documents:** All documents prepared and submitted in response to this RFQ shall become the property of the City and the City shall own all ideas, documents and materials developed or prepared in response to this RFQ.
All documents prepared are subject to reuse by the City in accordance with the provisions of §287.055, Florida Statutes.

11. Prohibited Communication: All firms, individuals, employees, subcontractors, their agents and representatives are prohibited from lobbying City Council, the Mayor, elected officials and their staff, City departments, selection committee members or city project consultant's relative to this RFQ. Non-compliance with this provision will result in disqualification of such firm of individual from consideration.

12. Debarment and Suspension: By signing and submitting a SOQ, the firm or individual certifies that no principal (which includes officers, directors, or executives) is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation on this project by any federal or state department or agency.

13. Discrepancies, Errors and Omissions: Any discrepancies, errors, or ambiguities in this RFQ or addenda (if any) should be reported in writing to the City’s contact person identified in this RFQ. Should it be found necessary, a written addendum will be incorporated into this RFQ. The City will not be responsible for any oral instructions, clarifications, or other communications.

14. Disqualification: The City reserves the right to disqualify any firm(s) or individual(s) before or after opening of the SOQ, upon evidence of collusion with intent to defraud or other illegal practices on the part of the firm(s) or individuals.

15. Information Designated a Trade Secret and/or Confidential and/or Proprietary: All responses (including all documentation and materials attached to the SOQ or provided in connection with this RFQ) submitted to the City are subject to Florida’s public records law (i.e., Chapter 119, Florida Statutes), which require disclosure of public records, unless exempt, if a public records request is made. Responses (including all documentation and materials attached to the SOQ or provided in connection with this RFQ (even if in a separate envelope)) submitted to the City cannot be returned. THE CITY WILL NOT CONSIDER RESPONSES IF THE ENTIRE RESPONSE IS LABELED A TRADE SECRET AND/OR CONFIDENTIAL AND/OR PROPRIETARY.

If a firm or individual believes that its response (including all documentation and materials attached to the SOQ or provided in connection with this RFQ) contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate envelope and comply with the following requirements. In addition to submitting the information in a separate envelope, the firm or individual must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The City does not warrant or guarantee that information designated by a firm or individual as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The City offers no opinion as to whether the reference to the Florida statute or other law by a firm or individual is/are correct and/or accurate. The City will only notify firm or individual of a public records request if such public records request asks for
information that is designated by firm or individual as a trade secret and/or confidential and/or proprietary and firm or individual, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary, firm or individual agrees to defend the City, its employees, agents and elected and appointed officials (“Indemnified Parties”) against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys’ fees, and for costs and attorneys’ fees (including those of the City Attorney’s office) incurred by the City by reason of any claim or action arising out of or related to firm’s or individual’s designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by firm or individual to claim that all additional information in its response is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Firm or individual acknowledges and agrees that all information in firm’s or individual’s response (not including information submitted in a separate envelope) will be disclosed, without any notice to firm or individual, if a public records request is made for such information.

PLEASE BE ADVISED THAT FIRM’S OR INDIVIDUAL’S RESPONSE, INCLUDING THE INFORMATION SUBMITTED IN A SEPARATE ENVELOPE IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE WILL BE DISTRIBUTED TO THE SELECTION COMMITTEE MEMBERS, CITY AND STAFF TO ALLOW FIRM’S OR INDIVIDUAL’S ENTIRE RESPONSE, INCLUDING THE INFORMATION SUBMITTED IN A SEPARATE ENVELOPE, TO BE EVALUATED AND CONSIDERED FOR AWARD OF THIS AGREEMENT. THE ENTIRE CONTENTS OF FIRM’S OR INDIVIDUAL’S RESPONSE INCLUDING THE INFORMATION SUBMITTED IN A SEPARATE ENVELOPE, MAY BE DISCUSSED AT MEETINGS THAT ARE OPEN TO THE PUBLIC, SUBJECT TO THE REQUIREMENTS SET FORTH IN CHAPTER 286, FLORIDA STATUTES.

16. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

17. Truth in Negotiations Certificate: For a lump sum, salary multiplier or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in
§ 287.017, Florida Statutes, the respondent shall, if selected, execute a Truth in Negotiations Certificate stating that the wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. If requested by the City, financial statements including balance sheet, profit and loss and statement of changes in financial position for the latest annual report for each participating firm shall be submitted together with the name of banks and other financial institutions with which the respondent conducts business.

18. **Disputes and Complaints:** All complaints or grievances should be first submitted orally or in writing to the Director of Procurement and Supply Management (“Director”). The Director shall investigate the validity of the complaint and present the findings in writing to the firm or individual. If the firm or individual is dissatisfied with the Director’s findings, the firm or individual may then make an appeal to the Mayor’s office. The firm’s appeal will be heard by the Mayor, Deputy Mayor or City Administrator. All complaints, grievances or appeals must be made no later than seven (7) days preceding the date of the City Council meeting to consider approval of the firm's or individual's recommended by the Selection Committee.

19. **Performance Evaluation:** At the end of each project which is identified by Task Orders to the Professional Services Agreement, the City will evaluate the successful firm or individual in accordance with the requirements set forth in the Professional Services Agreement and Task Order.

### III. DESCRIPTION OF THE PROJECT

#### A. GENERAL ORGANIZATION OF THE PROJECT

1. **Location:** Project(s) will be located within Pinellas County and within City of St. Petersburg limits.

2. **Project Direction:** Primary interface with the selected firm or individual will be the City’s Engineering & Capital Improvements Department - Construction Manager (City’s Construction Manager). The City's Construction Manager will be responsible for the direction, review, and approval of all work as well as the program administration of the contract for compliance with and interpretation of scope, schedule, and budget. In carrying out these functions, the City's Construction Manager will utilize the various departments and personnel of the City and coordinate with other governmental agencies as required to ensure a successful project.

3. **Services Description:** The City intends to select a maximum of three (3) firms or individuals interested in performing constructing engineering and inspection services to assist the City's in-house Construction Engineering and Inspection Staff. A detailed description of the Scope of Services is contained in Appendix A, attached to this RFQ.

During the construction phase of any assigned project, the firm or individual will be retained to assist in-house City inspection staff, and such work and/or services may include: site inspections, review shop drawings, address questions from the contractor, provide Resident Compliance Specialist for Equal Employment Opportunity Compliance, Davis Bacon Wage Rate Review, Compliance Reporting,
Job Board Inspections and Employee Interviews, and other items as included in Appendix A.

Selection of the successful firm(s) or individual(s) requires approval from Florida Department of Transportation (FDOT). Upon receipt of approval, FDOT will authorize the negotiation and execution of a final agreement between the City and the selected firm(s) or individual(s).

For each project, the City will evaluate the scope of services needed. The criteria to determine which of the selected firms or individuals will perform such services is as follows:
- Work experience similar to scope of project
- Volume of work
- Availability of staff to complete project on schedule
- Past Task Order reviews/performance

Once the City has selected the firm or individual, the scope of services will be included in a Task Order. Work shall be requested as a Task Order from the firms or individuals, and submitted for FDOT, or other regulatory agency approval prior to the issuance of a Notice to Proceed.

IV. SUBMITTAL REQUIREMENTS AND SELECTION PROCESS

A. SUBMITTAL REQUIREMENTS

1. Information to be Submitted:
   a. SOQ containing information described below in Paragraph IV.A.2
      (1) Six (6) hard copies
      (2) One (1) electronic copy in pdf format on a CD or USB flash drive
   b. “Consultant Selection Information” (Appendix B).
      (1) One (1) hard copy, loose and unbound
   c. “SOQ Summary Sheet” (Appendix C).
      (2) One (1) electronic copy in MS Word format on a CD (can be submitted on the same CD as SOQ)

2. SOQ Content: The SOQ package shall consist of the following:
   a. Letter of interest stating that the SOQ is valid for 90 days.
   b. Consultant Selection Information Form.
   c. Proposed project organizational chart.
(1) Identify all major sub-consultants and their responsibilities.

(2) Demonstrate the firm's ability to work cooperatively with multiple clients and sub-consultants.

(3) Identify key individuals who would be assigned to the project and their roles and responsibilities.

d. **Services Approach**: The firm or individual should identify the process utilized on other significant projects as well as the process envisioned for the services identified in this RFQ. If major sub-consultants are to be utilized, their experience and credentials should be presented and the methods by which these firms will participate in the process should be stated. The firm or individual should also include within the project approach the process envisioned to interface with the City through the Project Manager.

e. **Technical Qualifications**: The firm or individual should identify project experience similar to the ones envisioned for the services identified in this RFQ. Experience included must be limited to five (5) projects completed within the past ten (10) years. Project experience may be included in the SF 330 or may be included in a separate section but they do not need to be included in both. As a minimum, the project description should include the following:

   (1) Client Name and description of the project/or services.

   (2) Comparison of project budget and final costs to the client.

   (3) Comparison of the original and actual project schedule.

   (4) The client's contact person and telephone number.

f. **Resumes**: Detailed resume of the firm or individual's key Project Manager, at least one substitute Project Manager, and other key individuals on the project team. The proposed key Project Manager and the proposed substitute shall have a minimum of ten (10) years of applicable experience and shall remain with the projects throughout the term of the Professional Services Agreement. The Project Manager shall not be replaced or substituted without the prior approval of the City. The City may request a personal interview with the short-listed firm's proposed Project Managers. The key Project Manager or their approved substitutes shall be available for all meetings. Experience included on the resume must be limited to projects completed within the past ten (10) years. Resumes may be included in the SF 330 or may be included in a separate section but they do not need to be included in both.

g. Whether or not the firm or individual or any of its sub-consultants is a Small Business Enterprise (SBE), as certified by the City.

h. Whether or not the firm or individual or any of its sub-consultants is a certified Minority Business Enterprise (MBE) as defined by the Florida
Small and Minority Business Assistance Act, a Woman Owned Business Enterprise (WBE) and/or a Disadvantaged Business Enterprise (DBE). If the firm and/or one of its sub-consultants are a MBE, WBE, or DBE, provide the name of the certifying agency.

Use of DBE, MBE, WBE or SBE subconsultants is not mandatory and no preference points will be given during the selection process for use of a DBE, MBE, WBE or SBE subconsultant. Firms or Individuals are required to indicate their intention regarding DBE, MBE, WBE or SBE subconsultant utilization on FDOT Form 375-030-83. The completed form should note the expected percentage of fees to be utilized by each subconsultant. Each subconsultant and their respective types of work should be completed on this form.

i. One (1) updated SF 254 or SF 330, for the firm’s or individual’s office which will provide services identified in this RFQ and for each major subconsultant.

j. Required Forms: The following forms included in Appendix E are required, and will be made part of the Professional Services Agreement, and, firm or individual should provide updated forms each year:

   - FDOT Form 375-030-30 Truth in Negotiations Certification
   - FDOT Form 375-030-32 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion for Federal Aid Contracts
   - FDOT Form 375-030-33 Certification for Disclosure of Lobbying Activities of Federal-Aid Contracts
   - FDOT Form 375-030-50 Conflict of Interest Certification
   - FDOT Form 375-040-18 Drug Free Workplace Program Certification

   Failure to comply with these requirements shall deem submittal as unresponsive. Signed copies of these forms will be made part of the Agreement

k. Title VI - Federal Aid Terms: FDOT Form 375-040-84, Local Agency Program Federal-Aid Terms for Professional Services Contracts is included in Appendix F and will be made part of the Agreement. Failure to comply with this requirement shall deem submittal as unresponsive.

l. Licenses: Copy of firm’s or individual’s current applicable Florida License.

m. References: A list of three (3) client contact persons for whom the firm or individual has recently provided services similar in nature to the services identified in this RFQ.

n. List any exceptions to the Professional Services Agreement attached and made part of this RFQ.
3. The SOQ format is intended to provide interested firms or individuals the opportunity to demonstrate their ability to perform the required tasks. The SOQ submission is not intended to be expensive or elaborate, although presentation will be considered for simplicity and ease of understanding. The goal of the SOQ is to focus upon the elements of the evaluation and documentation process and project descriptions by which the facilities herein are to be accomplished.

B. SELECTION PROCESS

1. Selection Process: The City will review responses to this RFQ that meet the requirements set forth herein and are received by **4:00 pm, Wednesday, November 9, 2016.** Upon review of the SOQ, the selection committee will designate and shortlist no less than three (3) of the most qualified firms or individuals. The shortlisted firms or individuals will be invited to appear for an interview by the selection committee with oral presentation and evaluation. After deliberation, the selection committee will rank the shortlisted respondents. The City submit the RFQ Package, selection process and selected firms to FDOT for approval. Following FDOT's approval, the City will begin contract negotiations with the highest ranked team. Once the negotiations are completed, City Council must approve the Professional Services Agreement between the City and the selected firm(s) and individual(s).

2. Evaluation Criteria: Interviews will be evaluated on the following criteria:

   a) Team Background and Experience
      Experience with Federally and FDOT funded project CEI services
      25 Points

   b) Services and Approach to Performing Services
      20 Points

   c) Availability of FDOT certified personnel to perform work**
      25 Points

   d) Firm’s experience with conducting, reporting and compliance for EEO
      30 Points

**Firm or Individual shall have a minimum of two (2) Resident Compliance Specialists on staff during time of SOQ submittal.

V. COMPLIANCE WITH CCNA

The items, conditions and procedures in this Request for Qualifications are in conformance with City policies. These policies are designed to fully comply with Chapter 287.055, Laws of Florida (known as the “Consultants’ Competitive Negotiation Act”). Teams are requested to notify the City, in writing, if they feel any portion of this Request for Qualifications is not in compliance with these policies.

END OF REQUEST FOR QUALIFICATIONS
APPENDIX A

SCOPE OF SERVICES

CONSTRUCTION ENGINEERING AND INSPECTION

The services being requested for various Projects will include, but not be limited to the services listed below. Projects may be funded by the City of St. Petersburg (City), by the Florida Department of Transportation (FDOT), by other agencies or by a combination of funding sources. Projects funded in whole or in part with non-City funds shall be designed and constructed in conformance with the funding agency’s requirements, i.e. FDOT and/or Federal Highway Administration (FHWA).

1.0 PURPOSE:

The scope of services describes and defines the Construction Engineering and Inspection (CEI) services which are required for contract administration, inspection and materials sampling, and testing for the construction projects listed below (and in Appendix G).

2.0 DEFINITIONS (For the Purpose of this Scope of Services):

A. Agreement: The Professional Services Agreement between the City and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The firm or individual contracting with the City for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the City and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. City Construction Manager: The City employee assigned to manage the Construction Engineering and Inspection Contract and represent the City during the performance of the services covered under the Agreement and Task Order.

E. District Contract Compliance Manager: The administrative head of the District Contract Compliance Office

F. Resident Compliance Officer: The employee assigned by the Consultant to oversee project specific compliance functions.

3.0 SCOPE OF SERVICES:

Provide services as defined in the Scope of Services, the referenced City and FDOT manuals, and procedures.
The projects for which the services are required are listed in Appendix G.

Services provided by the firms or individuals, as defined in the Professional Services Agreement (Agreement), shall comply with City and FDOT manuals, procedures, and memoranda in effect as of the execution date, as defined in the Agreement, unless otherwise directed in writing by the City. Such FDOT manuals, procedures, and memoranda are found at the State Construction Office’s website.

On a single Construction Contract, it is a conflict of interest for a professional firm to receive compensation from both the City and the Contractor, either directly or indirectly.

3.0 ITEMS TO BE FURNISHED BY THE CITY TO THE FIRMS OR INDIVIDUALS:

A. The City, on an as needed basis, will furnish the following Construction Contract documents for each project. These documents may be provided in either paper or electronic format.

   (1) Construction Plans,

   (2) Specification Package,

   (3) Copy of the Executed Construction Contract, and

   (4) Utility Agency’s Approved Material List (if applicable).

4.0 ITEMS FURNISHED BY THE FIRMS OR INDIVIDUALS:

4.1 FDOT Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through FDOT’s Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at FDOT’s website.

   Florida Department of Transportation
   Maps and Publication Sales
   605 Suwannee Street, MS 12
   Tallahassee, Florida 32399-0450
   Telephone No. (850) 488-9220

   [Link: http://www.dot.state.fl.us/construction/]

4.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under the Agreement and Task Order.

4.3 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under the Agreement and Task Order; such equipment includes non-consumable and non-expendable items.
Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under the Agreement will remain the property of the firms or individuals and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of the Agreement. Field office equipment shall be maintained and in operational condition at all times.

4.4 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the City, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

5.0 LIAISON RESPONSIBILITY OF THE FIRMS OR INDIVIDUALS:

For the duration of the Agreement, keep the City’s Construction Manager in responsible charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under the Agreement.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

6.0 PERFORMANCE OF THE FIRMS OR INDIVIDUALS:

During the Term of the Agreement and Task Orders thereof, the City will review various phases of firm's or individual's operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist City representatives in conducting the reviews. If deficiencies are indicated, remedial action shall be implemented immediately. City recommendations and firm's or individual's responses/actions are to be properly documented by the firms or individuals. No additional compensation shall be allowed for remedial action taken by the firms or individuals to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the firms or individuals and/or the City to be inadequate.
C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the firms or individual's responsibility.

D. Increase the scope and frequency of training of the firm's or individual's personnel.

7.0 REQUIREMENTS OF THE FIRMS OR INDIVIDUALS:

7.1 General:

It shall be the responsibility of the firms or individuals to administer, monitor, and inspect the Construction Contract between the City and Contractor, such that the project is constructed to conform with the plans, specifications, and special provisions, including State and Federal Funding Requirements, for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the City, and direct the Contractor to correct such observed discrepancies.

Assist in preparing a supplemental funding request and coordinate with the City for processing change order requests with funding agency.

Coordinate with the City Construction Manager for any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

7.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:

(1) Make and record measurements necessary to calculate and document quantities for pay items,

(2) Make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and

(3) Perform incidental engineering surveys.

7.3 On-Site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in reasonable conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Monitor and inspect Contractor’s work zone traffic control plan and review modifications to the work zone traffic control plan, including alternate work zone
traffic control plan, in accordance with FDOT's procedures. Firm's or individual's employees performing such services shall be qualified in accordance with FDOT's procedures.

7.4 Sampling and Testing:

When directed by the City, the firms or individuals shall perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in FDOT's Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's quality control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, certified labels and stamps, etc.

The City will monitor the effectiveness of the firm's or individual's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the City and/or FDOT's Standard Specifications, FDOT's Supplemental Specifications or as modified by the special provisions of the Construction Contract.

Documentation reports on sampling and testing performed by the firms or individuals shall be submitted during the same week that the construction work is done.

When directed by the City, the firms or individuals shall transport samples to be tested to the City laboratory.

Input verification testing information and data into FDOT’s database using written instructions provided by FDOT.

7.5 Engineering Services:

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Attend a Pre-Construction Conference, Resident Compliance Officer to attend meeting.

(2) Schedule and attend a meeting with the District Contract Compliance Manager prior to the Pre-construction Conference. The Resident Compliance Officer shall attend this meeting.
In most cases, the above will take two (2) separate meetings based on experience and knowledge of the particular firm.

(3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The firms or individual's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and FDOT's guidelines.

(4) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and Maintenance of Traffic (MOT) sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in the Construction Project Administration Manual (CPAM).

(5) Analyze problems that arise on a project and proposals submitted by the Contractor; work with the Construction Manager to resolve such issues, and process the necessary paperwork for City approval.

(6) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor operations and to facilitate prompt processing of such information in order for the City to make timely payment to the Contractor.

(7) Prepare and make presentations for meetings and hearings in connection with the project covered by the Agreement and Task Order.

(8) Monitor each Contractor and subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with contract requirements.

(9) Provide a Resident Compliance Officer for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Officer is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Officer must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files.
for review; and assist the District Contract Compliance Manager as requested.

(10) Conduct inspection of Job Boards and Employee Interviews.

(11) City shall provide Public Information Services.

(12) Prepare and submit to the City Construction Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the City.

(13) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(14) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the firms or individual's computer using a digital photo management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of conditional, partial and final acceptance.

7.6 Geotechnical Engineering:

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the City Construction Manager, and direct the Contractor to correct such observed discrepancies. Attend the preconstruction conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The geotechnical engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification courses.

(1) Drilled Shafts:

a) Review the drilled shaft installation plan submitted by the Contractor for materials, methods, equipment, etc., and provide recommendations to the City within five (5) working days of the Contractor’s submission.

b) Observe installation of test hole (methods shaft(s)) such that it is constructed in accordance with the plans, specifications, and special provisions for the Construction Contract. The firms or individuals shall report on the adequacy of the Contractor’s methods within three (3) working days of completion of the test hole (methods shaft(s)) construction.
c) Observe construction of test holes, load test shafts, and production shafts. This includes review of testing of drilling slurry, core drilling and core logs, and other procedures as required.

d) Inspect the bottom of the shafts for cleanliness using manual soundings or shaft inspection device as required in the contract documents.

e) Provide all necessary forms and keep a log of all inspections made of the shafts. These logs made during the shaft inspections shall be turned over to the City within three (3) working days after completion of any shaft. Logs shall be signed and sealed by the geotechnical engineer.

f) Provide a written report of all test shaft installations to the City Construction Manager within three (3) working days of shaft completion.

g) When conditions occur which are different from those indicated on the plans, the geotechnical engineer shall immediately report them to the City Construction Manager. Recommend adjustments to the authorized depths as necessary to obtain the shaft capacity to the City for approval.

h) Hire a qualified engineer to perform non-destructive integrity testing of drilled shafts as required to estimate shaft uniformity and to detect possible shaft defects.

i) Review concrete placement records to identify possible causes of shaft integrity problems.

j) Evaluate problems encountered during construction, and coordinate with the City Construction Manager to resolve such problems.

(2) Piles:

a) Review Contractor's Pile Installation Plan and provide comments to the City Construction Manager within five (5) working days of the Contractor's submittal.

b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the City Construction Manager within five (5) working days of the Contractor's submittal.

c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the City Construction Manager) during initial driving and re-drives.

d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the City Construction Manager within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.

e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.
f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the City Construction Manager for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.

g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider firm driving when applicable, to obtain the required minimum penetration.

h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the City Construction Manager within 24 hours of driving each pile.

8.0 OTHER SERVICES:

Upon written authorization by the district construction engineer or designee, the firms or individuals will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the City to supplement the firm's or individual's services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by the Agreement and Task Order.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement and Task Order.

C. Provide inspection services in addition to those provided for in the Agreement and Task Order.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

9.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the firms or individuals have completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Task Order to the Agreement.
APPENDIX B
CONSULTANT SELECTION INFORMATION

TITLE OF PROJECT FOR WHICH SUBMITTED:

FIRM NAME:
    Contact Person:
    Title:
    Telephone Number:
    Mailing Address:

IF SUBCONSULTANTS WILL BE USED, GIVE NAME AND ADDRESS OF FIRM(S):

OFFICE WHERE WORK WILL BE PERFORMED:
    Location:

Total Number of Personnel: (breakdown by Discipline in Section 8 of SF 254)

PREVIOUS WORK FOR CITY OF ST. PETERSBURG. LIST PROJECTS AND DATES. DO NOT USE ATTACHMENTS OR REFERENCES:

OTHER PREVIOUS RELATED EXPERIENCE. LIST PROJECTS, DATES AND LOCATIONS. DO NOT USE ATTACHMENTS OR REFERENCES:
<table>
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<tr>
<th>CONSULTANT (Subconsultants)</th>
<th>SBE / MBE CERTIFIED</th>
<th>CONTACT / TITLE / E-MAIL</th>
<th>OFFICE ADDRESS / TELEPHONE</th>
<th>NO. PERSONNEL Local Office / Firm Total</th>
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BASE PROFESSIONAL SERVICES AGREEMENT
SETTING FORTH THE
MINIMUM REQUIREMENTS

The City reserves the right to add or modify the terms and conditions at any time prior to the final execution of an agreement.
CITY OF ST. PETERSBURG, FLORIDA

PROFESSIONAL SERVICES AGREEMENT

with

for

MISCELLANEOUS PROFESSIONAL SERVICES FOR
CONSTRUCTION ENGINEERING AND INSPECTION

20 ???
PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”), made and entered into this _____ day of _____________, 20__ (“Execution Date”), by and between the City of St. Petersburg, Florida (“City”) and __________________________ (“Consultant”).

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Consultant agree as follows:

SECTION 1.0 – DEFINITIONS

1.1 “Consultant” shall mean ____________________________________________.

1.2 “Consultant Representative” shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the A/E.

1.3 “City” shall mean City of St. Petersburg, Florida.

1.4 “City’s Project Manager” shall mean the individual designated in a Task Order (as defined herein) as the City’s Project Manager.

1.5 “Day(s)” or “day(s)” shall mean calendar days, unless otherwise set forth in this Agreement.

1.6 “Deliverables” shall mean all data, reports, compliance documents, correspondence, the construction documents, and all other materials produced and developed by the Consultant pursuant to this Agreement.

1.7 “Force Majeure Event” shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.

1.8 “Funding Agency” shall mean any State or Federal Agency that provide funding to the City for any Project.

1.9 “Parties” shall mean the City and the Consultant.

1.10 “Project” shall mean the project identified in a Task Order.

1.11 “Scope of Services” means those services set forth in Section 4.0 and a Task Order that are required to be performed by the Consultant in accordance with the terms and conditions of this Agreement.

1.11 “Task Order” shall mean a written document that specifically describes the Project services to be provided by the Consultant, a schedule or timeline for completion of such services, the not to exceed amount for such services and any other terms and conditions required by the City for such services, and any amendments to
such Task Order (to the extent such Task Order amendments are permitted pursuant to Section 18).

1.12 “Work” shall mean all the work to construct a Project that is required to be performed by a contractor pursuant to a construction agreement between the City and contractor.

SECTION 2.0 – TERM OF AGREEMENT

2.1 The initial term of this Agreement shall commence on the Execution Date and remain in effect for one year. The Agreement shall automatically renew for successive one (1) year periods unless either party sends the other a notice of non-renewal at least thirty (30) days prior to the expiration of the then current term; provided, however, that if this Agreement has not previously expired, it shall expire at the end of the third renewal term (i.e., four (4) years after the Execution Date).

2.2 Notwithstanding Section 2.1 above, this Agreement shall remain in effect for the period necessary for Consultant to complete Project services pursuant to a Task Order issued prior to the expiration of the Term of this Agreement (all services pursuant to a Task Order shall be for the same Project as required by Section 18.2).

2.3 References in this Agreement to “Term” shall include the initial term of this Agreement and all renewal terms.

2.4 Terms and conditions of this Agreement remain in effect and unchanged during renewal terms unless there is a Contract Adjustment (as defined herein) in accordance with Section 18.

2.5 Nothing in this section shall limit or affect the City’s right to terminate this Agreement (and all services being performed pursuant to Task Orders) in accordance with the termination section set forth in this Agreement.

SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

3.1 The Consultant is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the Consultant and the Project.

3.2 The Consultant shall be responsible for construction engineering and inspection required by this Agreement.

3.3 The Consultant shall maintain all necessary licenses, permits or other authorizations necessary to act as the Consultant and which are required to provide the Scope of Services during the Term of this Agreement.

3.4 The Consultant shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using
reasonable skill and judgment in accordance with sound business, ethical and professional standards.

3.5 The Consultant represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.

3.6 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant 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 other consideration contingent upon or resulting from the award or making of this Agreement.

3.7 The Consultant acknowledges that the Consultant is responsible for the acts and omissions (including negligent, reckless or intentionally wrongful acts and omissions) of any Consultant Representative in the performance of the Scope of Services required by this Agreement.

3.8 The Consultant accepts the relationship of trust and confidence established between it and the City by this Agreement. The Consultant covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.

3.9 The Consultant shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the Consultant under this Agreement.

3.10 The Consultant acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.

3.11 The Consultant represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the “Intellectual Property”). The Consultant is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the Consultant’s use of the Intellectual Property.

SECTION 4.0 – SCOPE OF SERVICES

4.1 The professional services to be performed by the Consultant are to be on a continuing basis as directed by the City with the emphasis of the Scope of Services placed on the items and categories set forth in Appendix A.

4.2 The detailed services that the Consultant shall perform for the City shall be set forth in a Task Order, which shall, after execution by the Consultant and the City,
be incorporated and made a part of this Agreement. A Task Order shall only be amended in strict accordance with this Agreement.

SECTION 5.0 – CITY’S RESPONSIBILITIES

5.1 The City shall provide all available information regarding the Project to the Consultant, and shall provide direction to the Consultant consistent with the terms and conditions of this Agreement.

5.2 The City shall evaluate the Consultant’s performance upon completion of each Task Order.

SECTION 6.0 – COMPENSATION; INVOICE

6.1 Provided that the Consultant faithfully performs its obligations contained in a Task Order and subject to other terms and conditions of this Agreement, the City hereby agrees to pay the Consultant the not to exceed amount set forth in a Task Order, which amount shall be calculated pursuant to the fees and costs set forth in Appendix B. Such fees and costs set forth in Appendix B shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals, materials, and documents required by this Agreement. The total fees and costs paid to Consultant for all work and services performed pursuant to this Agreement (as set forth in a Task Order(s)) during the Term of this Agreement shall not exceed one million five hundred thousand dollars ($1,500,000).

6.2 The Consultant shall invoice the City on a monthly basis and the City shall pay the Consultant within forty-five (45) days of receipt of such invoice (provided the Consultant is in compliance with the terms and conditions of this Agreement and a Task Order). The monthly invoice shall be in the form and contain the detail required by the City’s Project Manager.

6.3 The not to exceed amount set forth in a Task Order may be increased only in strict accordance with this Agreement. Nothing in this Agreement shall be construed as placing any obligation on the City to pay any fees and costs to the Consultant incurred beyond the not to exceed amount set forth in a Task Order or any amendment thereto without the Parties following the Contract Adjustments (as defined herein) procedure set forth in Section 18 of this Agreement.

SECTION 7.0 - NON-COMPENSATED SERVICES

7.1 The Consultant shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables furnished, produced and/or developed by the Consultant or any Consultant Representative.

7.2 The Consultant shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.
SECTION 8.0 – INDEMNIFICATION

8.1 The Consultant agrees to indemnify and hold harmless the City, and its officers and employees, (collectively, the “Indemnified Parties”) 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 or any Consultant Representative in the performance of this Agreement.

8.3 The provisions of this section are independent of, and will not be limited by, any insurance required to be obtained by the Consultant pursuant to this Agreement or otherwise obtained by the Consultant.

SECTION 9.0 – INSURANCE

9.1 The Consultant shall maintain the following types and amounts of insurance throughout the Term of this Agreement:

Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least $1,000,000 per occurrence and $2,000,000 aggregate. This policy shall include coverage for personal injury, death, damage to property, and destruction of property. This policy shall also include contractual liability coverage that provides and pays for a defense for all claims or demands covered by the Consultant's indemnification obligations under this Agreement and that is in an amount sufficient to cover the Consultant's indemnification obligations under this Agreement.

Worker Compensation Insurance in compliance with the laws of the State of Florida.

Employers Liability coverage with minimum limits of $100,000 each accident, $100,000 each employee and $500,000 policy limit for disease.

Commercial Automobile Insurance in an amount of at least $1,000,000 combined single limit.

Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by Consultant pursuant to this Agreement with a limit of $1,000,000 per occurrence, or if the policy is on a claims made basis with a limit of $1,000,000 and an extended reporting period of at least 90 days. Whether an occurrence or a claims made policy, in addition to the certification of insurance a letter from insurer as to the amount of claims payments and reserves chargeable to the aggregate amount of the liability coverage is required.

9.2 All insurance companies furnishing insurance coverage required by this Agreement shall be licensed and authorized to do business under the laws of the State of Florida and have no less than an “A-” Financial Rating or higher according to the most current edition of AM Best's Insurance Reports or similar.

9.3 The Consultant shall provide the City with Certificate(s) of Insurance on all the
required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insureds with the exception of Worker’s Compensation and Professional Liability.

9.4 Each policy shall provide that the insurance company shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in the policy.

9.5 The Consultant hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.

9.6 The City reserves the right to change or alter the above insurance requirements as it deems necessary.

SECTION 10.0 – OWNERSHIP OF DELIVERABLES

10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the Consultant pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing final payment to the Consultant.

SECTION 11.0 – SUBCONTRACTS

11.1 The Consultant may hire or use subcontractors or subconsultants in connection with the performance of the Consultant’s obligations under this Agreement. Unless context clearly indicates otherwise, the terms “subcontractor” and “subconsultant” shall be interchangeable in this Agreement, and the terms “subcontract agreement” and “subconsulting agreement” shall likewise be interchangeable in this Agreement.

11.2 The Consultant shall give advance notification to the City’s Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:

11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.

11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.

11.2.3 The proposed subcontractor price.

11.3 The Consultant shall be responsible for negotiating the terms and conditions of each subcontract agreement. The Consultant is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The Consultant shall
require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the Consultant pursuant to this Agreement (unless otherwise approved by the City in writing) and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the Consultant under this Agreement. The Consultant’s retention of a subcontractor does not relieve the Consultant of any of its duties, obligations, or representations under this Agreement.

11.4 The Consultant shall not change a subcontract agreement without the prior written consent of the City’s Project Manager. Any consent of the City’s Project Manager does not relieve the Consultant from any obligations under this Agreement and does not constitute a waiver of any of the City’s rights under this Agreement. The City’s Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City’s Project Manager as required by this Section 11.4.

SECTION 12.0 – DISPUTES

12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City’s Project Manager, who shall provide a written decision to the Consultant. The decision of the City’s Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the Consultant mails or otherwise furnishes to the City’s Project Manager a written notice of dispute.

12.2 In the event a decision of the City’s Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitrative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.

12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

SECTION 13.0 – SUSPENSION OF SERVICES

13.1 The City’s Project Manager may, at any time, by written order to the Consultant, require the Consultant to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order (“Suspension of Services Order”). Upon receipt of a Suspension of Services Order, the Consultant shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.
13.2 If a Suspension of Services Order issued under this Section is canceled, the Consultant shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.

13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant’s sole compensation in the event of termination of this Agreement and the City shall have no other liability to the Consultant related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination of this Agreement.

SECTION 14.0 – TERMINATION

14.1 TERMINATION FOR CONVENIENCE

14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City’s Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective fifteen (15) days after delivery to the Consultant of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.

14.1.2 Upon receipt of the notice of termination, the Consultant shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.

14.1.3 The City shall pay the Consultant costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the Consultant pursuant to this Agreement. The Consultant shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the Consultant’s sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to the Consultant related to termination of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the Consultant for lost profits or lost opportunity costs in the event of termination.
of this Agreement by the City for convenience.

14.2 TERMINATION FOR DEFAULT

14.2.1 The City may terminate this Agreement upon written notice to the Consultant in the event the Consultant defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the Consultant with notice of default or an opportunity to cure, if the City determines that the Consultant has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.

14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City shall not be obligated to make any further payment to the Consultant hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by the Consultant, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/engineer), expenses, losses and damages so incurred by the City against any amount due Consultant under this Agreement.

14.3 Nothing contained in this Section 14.0 shall be construed as limiting the City’s rights and remedies in the event of termination of this Agreement.

SECTION 15.0 – PROHIBITED INTEREST

15.1 No appointed or elected official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

SECTION 16.0 – FINDINGS CONFIDENTIAL

16.1 Subject to the requirement of Florida laws regarding public records and Section 22.0 of this Agreement, all Deliverables produced or developed by the Consultant or any City data available to the Consultant pursuant to this Agreement shall not be made available to any individual or organization, other than any Consultant’s Representative by the Consultant without prior written consent from the City.

SECTION 17.0 – GENERAL PROVISIONS

17.1 Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.

17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so
execute the same and fully bind the party on whose behalf he or she is executing.

17.3 The Consultant shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City’s prior written consent, which consent may be withheld by City Council in its sole and absolute discretion.

17.4 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.

17.5 The Consultant shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations, the federal and state constitutions, and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, “Laws”), including all Laws related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Equal Employment Opportunity Provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252), the Regulations of the Department of Commerce (15 CFR, Part 8) and Florida laws regarding public records. The Consultant shall also comply with the City’s policies and procedures, executive orders and any technical standards provided to the Consultant by the City.

17.6 This Agreement has been prepared by the City and reviewed by the Consultant and its professional advisors. The City, Consultant and Consultant’s professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the Consultant or against the City or the Consultant merely because of their efforts in preparing it.

17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

17.8 The Consultant shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the Consultant and shall be open to examination, audit and copying by the City during the Term of this Agreement and for a period of five (5) years following termination or expiration of this Agreement. The Consultant shall bear the costs associated with the retention of books, records and documentation. Nothing herein shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.

17.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
17.10 This Agreement may be amended only in writing executed by the Parties.

17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.

17.12 Each appendix and Task Order to this Agreement, including attachments to an appendix or Task Order and materials referenced in an appendix or Task Order, is an essential part hereof and is incorporated herein by reference.

17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.

17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.

17.15 The Consultant shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the Consultant or any Consultant Representative, the Consultant will take immediate action at the Consultant's expense to respectively prevent or remove and discharge the lien.

17.16 Subject to the requirements of Florida public records Laws, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.

17.17 The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.

17.18 All Deliverables shall be made available to the City upon request and shall be
considered public records in accordance with Chapter 119, Florida Statutes, unless exempt therefrom.

17.19 Time is of the essence of this Agreement and each of its provisions.

17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and a Task Order and the attachments to and materials referenced in an appendix or Task Order, (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) a Task Order, exclusive of the attachments to and materials referenced in a Task Order; and (iv) the attachments to and materials referenced in the appendix or Task Order.

17.21 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement by the City means the approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by City Council pursuant to the City Charter or applicable Laws.

17.22 The Consultant shall maintain a drug free work place.

17.23 The Consultant shall not discriminate because of race, color, religion, gender, national origin, marital status, age, disability, sexual orientation, genetic information or other protected category.

17.24 The Consultant shall comply with Local Agency Program Federal-Aid terms for Professional Services Contracts set forth in Appendix C.

17.25 If required by applicable Laws (e.g., Florida Executive Order 11-02), the Consultant shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Term of this Agreement.

SECTION 18.0 – CONTRACT ADJUSTMENTS

18.1 Either party may propose additions, deletions or modifications to the Scope of Services, a Task Order or the other terms and conditions of this Agreement (e.g., Consultant’s project manager or key personnel required pursuant to Section 21 of this Agreement), (“Contract Adjustments”) in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement or by an amendment to the Task Order signed by authorized representatives of the Parties.
18.2 Each Project requires a separate Task Order. Each Task Order shall be approved by the Funding Agency (if required) prior to the City authorizing work under a Task Order. Notwithstanding Section 18.1 above, a Task Order cannot be amended to add an additional Project or to substitute the original Project with a different Project.

18.3 There shall be no modification of the not to exceed amount set forth in a Task Order on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the Consultant or any Consultant Representative to properly perform their obligations and functions under this Agreement.

18.4 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the fees and costs set forth in Appendix B or the not to exceed amount set forth in a Task Order except through a written amendment to this Agreement or by an amendment to the Task Order signed by authorized representatives of the Parties.

SECTION 19.0 – NOTICE

19.1 Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

CITY:

City of St. Petersburg
Engineering and Capital Improvements Department
P. O. Box 2842
St. Petersburg, FL 33731
Attention: H. Phillip Keyes, P.E., Design Manager
Phone: (727) 893-4165
Fax: (727) 892-5476
Email: phillip.keyes@stpete.org

WITH A COPY TO:

City of St. Petersburg
Engineering and Capital Improvements Department
P.O. Box 2842
St. Peters burg, FL 33731
Attention: Thomas B. Gibson, P.E.
   Engineering & Capital Improvements Director
Phone: (727) 892-5206
Fax: (727) 892-5476
19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

SECTION 20.0 - SCHEDULE

20.1 The Consultant shall perform the Scope of Services in accordance with the schedule set forth in a Task Order. Such schedule may be revised by the City’s Project Manager after consultation with the Consultant.

SECTION 21.0 – PERSONNEL

21.1 The Consultant shall assign the key personnel identified in a Task Order to perform the Scope of Services in accordance with this Agreement. The Consultant shall not, without the City’s prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the Consultant shall, within ten (10) days, replace such person with another person approved by the City and that is at least as well qualified as the person who initially performed that person’s role. The Consultant shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The Consultant shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the Consultant shall be solely responsible for any and all of its increased costs associated with such delay.

21.2 The City may require the Consultant to replace any persons performing the Scope of Services, including but not limited to any Consultant Representative, whom the
City determines is not performing the Scope of Service to the City’s satisfaction. Before a written request is issued, authorized representatives of the City and the Consultant will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the Consultant shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The Consultant shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the Consultant to terminate a person’s employment. Rather, this Section is intended to give the City only the right to require that the Consultant discontinue using persons in the performance of the Scope of Services under this Agreement.

SECTION 22.0 – PUBLIC RECORDS

22.1 The Consultant shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) Upon request from the City Clerk’s Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the Consultant’s possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City’s request, either transfer, at no cost, to the City all public records in the Consultant’s possession within ten (10) days following the City’s request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the Consultant transfers all public records to the City upon the expiration or earlier termination of this Agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon the expiration or earlier termination of this Agreement, the Consultant shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City’s request, all public records stored electronically by the Consultant shall be provided to the City in a format approved by the City.

22.2 IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO CONSULTANT’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK’S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.
22.3 Nothing contained herein shall be construed to affect or limit the Consultant's obligations including but not limited to Consultant’s obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

REMAINING PORTION INTENTIONALLY LEFT BLANK
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and date first above written.

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<tr>
<th>Consultant</th>
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CITY OF ST. PETERSBURG, FLORIDA

Sign:________________________________
Print: Thomas B. Gibson, P.E.
Title: Engineering & Capital Improvements Director

ATTEST

________________________________   (SEAL)
City Clerk

Approved by the City’s Project Manager                          Approved as to Content and Form

________________________________
H. Phillip Keyes, P.E., Design Manager                           City Attorney (Designee)
POWER OF EXECUTION

I, ________________________________, certify that I am the
__________________________ of ________________________________,
that __________________________, who signed this Agreement, was authorized
to so execute this Agreement; that said Agreement was duly signed for and on behalf of
said __________________________.

By: ________________________________

Date Executed: ______________________

RFQ – Professional Services
Construction Engineering and Inspection
Doc No. 272047
Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project’s agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

__________________________________________
Name of Consultant

By:______________________________ Date
It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: _____________________________________________
By: ___________________________________________________________________
Date: ___________________________________________________________________
Title: ___________________________________________________________________

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES
ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation’s Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: ______________ Date: ___________________ Authorized Signature

Title: ___________________________
APPENDIX F
LOCAL AGENCY PROGRAM FEDERAL-AID
TERMS FOR PROFESSIONAL SERVICES CONTRACTS
TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation 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.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will 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 Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or
2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

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).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or
2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,
both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.
<table>
<thead>
<tr>
<th>Financial Project ID</th>
<th>Project Name</th>
<th>Letting Date</th>
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<tr>
<td>424565 1</td>
<td>Pinellas Trail at Central Avenue West to Bayshore Drive</td>
<td>In Process</td>
<td>240</td>
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<tr>
<td>424532 1</td>
<td>On Street Bicycle Lane Phase II Various Locations</td>
<td>In Process</td>
<td>180</td>
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<tr>
<td>415743 1</td>
<td>Treasure Island Causeway From West end of Treasure Lane to Pinellas Trail</td>
<td>FY 17</td>
<td>240</td>
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<tr>
<td>424532 8</td>
<td>30th Avenue North Bicycle Facility from 58th street to MLK Street</td>
<td>FY 17</td>
<td>280</td>
</tr>
<tr>
<td>434497 1</td>
<td>Sexton Elementary - 19th Street from 38th Avenue N/42nd Avenue N to south of 42nd Avenue/Haines Road/54th Avenue N</td>
<td>FY 19</td>
<td>180</td>
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<tr>
<td>436487 1</td>
<td>Alt US 19 – SR 595 – 4th Ave N From 5th Ave N to 3rd St N – Granite Curbs, Hex Blocks and Brick Streets</td>
<td>**</td>
<td>**</td>
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<tr>
<td>436056 1</td>
<td>10th and 11th Ave South Booker Creek Bridge #157235</td>
<td>FY 20</td>
<td>**</td>
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<tr>
<td>430501 1</td>
<td>9th Street South from 6th Ave South to 7th Ave South Bridge #157117</td>
<td>FY 20</td>
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** - Not Yet Available
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<tr>
<th>MPO Priority</th>
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<th>Jurisdiction</th>
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<th>FPN#</th>
<th>Adoption Year</th>
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<tr>
<td>A</td>
<td></td>
<td>City of St. Petersburg</td>
<td>Sexton Elementary School – sidewalk along 19th St N from 38th Ave N to 52nd Ave N</td>
<td>4344971</td>
<td>2013</td>
<td>CST scheduled/funded in the TIP for FY 2018/19</td>
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<tr>
<td>1</td>
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<td>City of St. Petersburg</td>
<td>Treasure Island Causeway/Fred Marquis Pinellas Trail Connection (linking the west end of Treasure Lane to the existing Fred Marquis Pinellas Trail)</td>
<td>4157431</td>
<td>2006</td>
<td>DGN underway</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Phase I - Eastern trail and way finding signage</td>
<td></td>
<td></td>
<td>CST deferred from FY 2014/15 to 2017/18 to coordinate with the City’s project schedule.</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Phase II - providing a separated path on Central Ave at Causeway Isles from the east end of Causeway Blvd N to the west end of Causeway Blvd N</td>
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<td>2</td>
<td></td>
<td>City of Largo</td>
<td>Citywide Sidewalk and Trails Initiative (Adrian Ave and Gladys St)</td>
<td>4245329</td>
<td>2007</td>
<td>DGN underway</td>
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<tr>
<td>3</td>
<td></td>
<td>City of St. Petersburg</td>
<td>Bayway Trail North - Phase II (Gulf Intercoastal Drawbridge to SR 682/Pinellas Bayway)</td>
<td>4245325</td>
<td>2007</td>
<td>CST underway</td>
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<tr>
<td>4</td>
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<td>City of St. Petersburg</td>
<td>Walter Fuller Park (Connection to Fred Marquis Pinellas Trail from Walter Fuller Park at 26th Ave N to the Fred Marquis Pinellas Trail at 22nd Ave N)</td>
<td>4304351</td>
<td>2007</td>
<td>CST underway</td>
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<td>5</td>
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<td>Pinellas County</td>
<td>Hercules Ave/Greenbriar Blvd Sidewalk - Phase I (Sunset Point Rd to Belcher Rd)</td>
<td>4245642</td>
<td>2007</td>
<td>CST scheduled/funded in the TIP for FY 2015/16</td>
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</table>
## PINELLS COUNTY MPO FY 2016/17-2020/21

### TRANSPORTATION ALTERNATIVES (TA) PROGRAM PRIORITY LIST

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<tbody>
<tr>
<td>6</td>
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<td>City of St. Petersburg</td>
<td>Bicycle Facilities - 30th Ave N (Dr Martin Luther King Jr St N to 58th St N)</td>
<td>4245328</td>
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<td>Hercules Ave/Greenbriar Blvd Sidewalk - Phase II (Sherwood St to Sunset Point Rd)</td>
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<td>Park Blvd/CR 694 ADA Ramp and Sidewalk Improvements (Starkey Rd to 66th St N)</td>
<td>4245644</td>
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<td>CST scheduled/funded in the TIP for FY 2016/17</td>
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<tr>
<td>9</td>
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<td>City of St. Petersburg</td>
<td>Fred Marquis Pinellas Trail Extension Landscaping (Fred Marquis Pinellas Trail at Central Avenue W to Bayshore Dr)</td>
<td>4245651</td>
<td>2007</td>
<td>DSB underway</td>
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<td>10</td>
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<td>City of St. Petersburg</td>
<td>Bicycle Facilities - Phase II (Bayshore Dr SE from the Fred Marquis Pinellas Trail to Dali Blvd/5th Ave S to 1st Ave S)</td>
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<td>City of St. Petersburg</td>
<td>Pedestrian Crosswalk Enhancement - Rectangular LED Rapid Flashing Beacons (multiple locations)</td>
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<td>12</td>
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<td>Keene Rd (CR 1) ADA Ramp and Sidewalk Improvements (Main St/SR 580 to Curlew Rd/SR 586)</td>
<td>4245643</td>
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<td>DGN underway</td>
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<td>Haines Bayshore Rd Sidewalk (US 19 to Sunrise Blvd)</td>
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<td>City of Clearwater</td>
<td>Druid Trail (Duke Energy Trail to Glen Oaks Park)</td>
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<td>2010</td>
<td>CST scheduled/funded in TIP for FY 2016/17</td>
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<tr>
<td>MPO Priority</td>
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<td>15</td>
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<td>FDOT / Pinellas County MPO</td>
<td>Courtney Campbell Causeway Recreational Trail (Bayshore Blvd to the Pinellas/Hillsborough County line)</td>
<td>4245613</td>
<td>2010</td>
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<td></td>
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<td>Bayshore Blvd to E of Tampa Bay Bridge #138</td>
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<td>E of Bridge #138 to Pinellas/Hillsborough County line</td>
<td>4245614</td>
<td>2010</td>
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<td>16</td>
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<td>City of Largo</td>
<td>West Bay Dr Pinellas Trail Gateway (intersection of West Bay Dr and 12th St SW)</td>
<td>4344961</td>
<td>2010</td>
<td>FDOT has determined this project to be feasible, but the project is on hold pending LAP certification by the City of Largo.</td>
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<tr>
<td>17</td>
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<td>City of Oldsmar</td>
<td>Oldsmar Trail Phase 6 Extension (along Douglas Rd between Racetrack Rd and Tampa Rd)</td>
<td>4157387</td>
<td>2010</td>
<td>CST scheduled/funded in the TIP for FY 2018/19</td>
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<tr>
<td>18</td>
<td>6</td>
<td>City of St. Petersburg</td>
<td>Bayway South Trail Connection (within the City of St Pete and ending at Madonna Blvd)</td>
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<td></td>
<td>Revised application in progress. Phase II will be constructed as part of the Tierra Verde Bridge replacement project, which is not currently funded.</td>
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<tr>
<td></td>
<td></td>
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<td>Phase I - North end of Boca Ciega Bridge to SR 682/54th Ave S</td>
<td>4345001</td>
<td>2010</td>
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<td>Phase II - South end of Boca Ciega Bridge to the City limits south of Madonna Blvd</td>
<td>4107552</td>
<td>2010</td>
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</table>
## PINELLAS COUNTY MPO FY 2016/17-2020/21
### TRANSPORTATION ALTERNATIVES (TA) PROGRAM PRIORITY LIST
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<tr>
<th>MPO Priority</th>
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</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>13</td>
<td>City of St. Petersburg</td>
<td>North Bay Trail Extension (Patica Rd and San Martin Blvd between 83rd Ave NE and Gandy Blvd)</td>
<td>4286011</td>
<td>2010</td>
<td>Phase I is scheduled to be completed by Pinellas County in FY 2017/18 as part of the San Martin Bridge replacement project. Phase II - FDOT feasibility determination underway. City to provide clearer copy of ROW documentation to FDOT.</td>
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<tr>
<td>19</td>
<td></td>
<td>City of Dunedin</td>
<td>Michigan Blvd Multi-Use Trail (Pinellas Trail to CR 1)</td>
<td>4286011</td>
<td>2010</td>
<td>CST scheduled/funded in the TIP for FY 2017/18</td>
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<td>19</td>
<td>16</td>
<td>Pinellas County</td>
<td>Park St/Starkey Rd Sidewalk Project (Tyrone Blvd N to East Bay Dr)</td>
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<td></td>
<td>FDOT feasibility determination underway</td>
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<td>Phase I - Tyrone Blvd to Bryan Dairy Rd</td>
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<td>Phase II - Bryan Dairy Rd to East Bay Dr</td>
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<td>City of Belleair Bluffs</td>
<td>West Bay Dr Crosswalk (West Bay Dr between Bluff View Dr and Indian Rocks Rd)</td>
<td>4286012</td>
<td>2010</td>
<td>FDOT has determined this project to be feasible.</td>
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<tr>
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<td>71st St N Trail - Pinellas Trail Connector (Fred Marquis Pinellas Trail to 38th Ave)</td>
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<td>Application resubmitted and in progress. City to submit LAP letter and clearer copy of ROW documentation to FDOT.</td>
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<tr>
<td>21</td>
<td>18</td>
<td>City of Dunedin</td>
<td>San Christopher Multi-Use Trail (Pinellas Trail to CR 1)</td>
<td>4286012</td>
<td>2010</td>
<td>FDOT has determined this project to be eligible and feasible.</td>
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<td>22</td>
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<td>62nd Ave N Sidewalk Project (62nd St N to 55th St N)</td>
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<td>Application resubmitted and in progress.</td>
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<td>Central Ave Corridor Complete Streets (Dr Martin Luther King Jr St to the western city limits)</td>
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<td>Application complete and both phases of the project are feasible.</td>
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<td>Phase I - Streetscape Improvements (31st St to 34th St)</td>
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<td>Phase II - Streetscape Improvements (34th St to 58th St)</td>
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<td>24</td>
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<td>City of Oldsmar</td>
<td>Tampa Rd/SR 584 Trail Overpass (intersection of SR 584/Tampa Rd and St Petersburg Dr)</td>
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<td>Additional review required by FDOT.</td>
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<td>FPN#</td>
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<td>25</td>
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<td>Bike Lane Improvements (1st Ave N from Dr Martin Luther King Jr St N to 66th St N and 1st Ave S from Dr Martin Luther King Jr St S to Pasadena Ave S)</td>
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<td>Revised application received and in progress. City to provide detailed engineer estimate and clearer ROW documentation to FDOT.</td>
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<td>42nd Ave N Sidewalk Project (46th St N to 35th St N)</td>
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<td>School Crossing Enhancements (various locations)</td>
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<td>Application eligible and feasible.</td>
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<tr>
<td>28</td>
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<td>9th Avenue North Complete Streets (9th Ave N from 66th St to Dr. Martin Luther King Jr St)</td>
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<td>29</td>
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<td>Gandy Boulevard Sidewalk Connections (various locations near Gandy Blvd from 16th St N to Brighton Bay)</td>
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<td>30</td>
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<td>18th Avenue South Complete Street (4th Street S to 34th St S)</td>
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<td>St Pete City Trails Priority Sidewalks (between 31st St S and Dr Martin Luther King, Jr St)</td>
<td></td>
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<td>Application resubmitted and in progress.</td>
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<tr>
<td>31</td>
<td>19</td>
<td>City of Clearwater</td>
<td>Courtney Campbell Causeway Recreational Trail Overpass (SR 60/Gulf-to-Bay Blvd at Bayshore Blvd)</td>
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<td>2014</td>
<td>Application resubmitted and in progress.</td>
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<td>MPO Priority</td>
<td>TMA Priority</td>
<td>Jurisdiction</td>
<td>Project Description</td>
<td>FPN#</td>
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<td>31</td>
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<td>Pinellas County</td>
<td>Pinellas Bayway Trail Segment (East Shores Blvd to Tierra Verde Bridge)</td>
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<td>Application resubmitted and in progress.</td>
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<tr>
<td>31</td>
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<td>Multi-Use Trails - Phase 1 (existing Fred Marquis Pinellas Trail Spur Connection/55th St S/Beach Blvd S from Jersey Ave S to 28th Ave S)</td>
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<td>Multi-Use Trails - Phase 2 (existing Skyway Trail Connection to 47th St S/Del Rio Way S)</td>
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<td>Multi-Use Trails - Phase 3 (31st Ave S from Tifton Dr S to 54th St S/Shore Blvd S)</td>
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<td>Multi-Use Trails - Phase 5 (58th St S from Shore Blvd S to 28th Ave S)</td>
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<td>32</td>
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<td>Citywide Sidewalk and Trails Initiative (Lake Ave to Alt Keene Rd)</td>
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<td>Project added to the end of the priority list in 2010 for the purpose of qualifying for other funding sources.</td>
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<tr>
<td>32</td>
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<td>Duke Energy Trail (North Connection) (Chesnut Sr Park to Old Coachman Road/Ream Wilson Trail)</td>
<td></td>
<td>2010</td>
<td>Project added to the end of the priority list in 2010 for the purpose of qualifying for other funding sources.</td>
</tr>
</tbody>
</table>
## PINELLAS COUNTY MPO FY 2016/17-2020/21
### TRANSPORTATION ALTERNATIVES (TA) PROGRAM PRIORITY LIST
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</thead>
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<tr>
<td>32</td>
<td></td>
<td>Pinellas County</td>
<td>Duke Energy Trail (South Connection) (approximately Belleair Rd to 83rd Ave)</td>
<td>2010</td>
<td></td>
<td>Project added to the end of the priority list in 2010 for the purpose of qualifying for other funding sources.</td>
</tr>
</tbody>
</table>

1) Projects numbered as 32 were added to the list for the purpose of qualifying for other potential funding sources.
2) The term "Bicycle Facilities" may include bicycle paths, trails and/or lanes.
3) FPN = financial project number; PE = preliminary engineering; CST = construction; DGN = design; ROW = Right-of-Way Acquisition; LAP = Local Agency Program
4) Project A was at the top of the SRTS priority list before the program was combined with the Transportation Enhancements (TE) Program and placed under the TA Program pursuant to MAP 21. This project was added to the top of the TA Program priority list by the MPO at its June 12, 2013 meeting in order to maintain funding eligibility.
5) Although landscaping projects are not eligible for funding under the TA Program, project number 9 (Fred Marquis Pinellas Trail Extension Landscaping) was fully funded in FY 2012/13 using Transportation Enhancement (TE) funds before they expired on June 30, 2013.
6) At its June 11, 2014 meeting, the MPO allowed local jurisdictions to add new 2014 TA projects to the bottom of the priority list and also allowed project substitutions and modifications.
7) This local TA priority list is used to add projects to the TMA-TA priority list. Both TA priority lists are included in the FY 2015/16-2019/20 Transportation Improvement Program (TIP).