

CITY OF



PINELLAS PARK

• **SIMPLY CENTERED** •

RFP 21/006
Task Order 04.2023
City Buildings Wind Mitigation and Self-Sufficiency

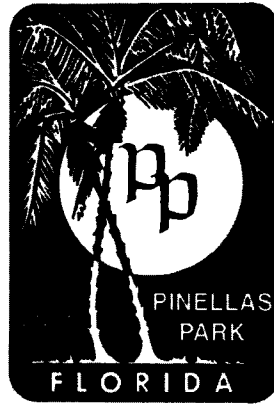
Pennoni Associates, Inc.
5755 Rio Vista Drive
Clearwater, Florida 33760
727.536.8772

Facilities and Fleet Division

City of

PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-0700
FAX • (727) 544-7448

Please Respond To:

City Attorney's Office
Lauren C. Rubenstein
James W. Denhardt
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

February 22, 2023

Mr. Jeff Roberts
Purchasing Coordinator
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #23-037
Task Order 04.2023 – City Buildings Wind Mitigation and Self-Sufficiency

Dear Mr. Roberts:

Our office has received and reviewed the above-mentioned Task Order for City Buildings Wind Mitigation and Self-Sufficiency. Our office would approve of the Task Order as to form and correctness.

Very truly yours,

Lauren C. Rubenstein
City Attorney

cc: Bart Diebold, City Manager
Diane M. Corna, MMC, City Clerk
Chief Michael Haworth, Asst. City Manager
Kelly Schrader, Finance Administrator
Gary Moskaluk, Purchasing Director
Carlos Mercado, Project Manager

LCR/pl

23-037.02222022.LJR.Task Order 04.2023.wpd



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RFP 21/006
TASK ORDER 04.2023
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RFP 21/006 Pennoni General Terms and Conditions

Task Order 04.2023 Agreement

Business Name

pennoni

Primary Industry Type

Select Industry Type(s)

Hiring Site Locations (by state)

Select State(s)

Account Status

- Any -

Items per page

10

SEARCH

RESET

<u>Employer</u> ▲	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>	<u>Workforce Size</u>	<u>Number of Hiring Sites</u>	Hiring Site Locations (by state)
Pennoni		Open	06/14/2022		1,000 to 2,499	7	FL
Pennoni		Terminated	03/03/2022	07/14/2022	1,000 to 2,499	1	PA
Pennoni Associates Inc		Open	12/18/2009		1,000 to 2,499	1	PA

Showing 1 to 3 of 3 entries.  [CSV](#)

Show all X



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Foreign Profit Corporation

PENNONI ASSOCIATES INC.

Filing Information

Document Number	F97000003836
FEI/EIN Number	23-1683429
Date Filed	07/23/1997
State	PA
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/27/2006
Event Effective Date	NONE

Principal Address

1900 MARKET STREET
SUITE 300
PHILADELPHIA, PA 19103

Changed: 10/03/2017

Mailing Address

1900 MARKET STREET
SUITE 300
PHILADELPHIA, PA 19103

Changed: 10/03/2017

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYS STREET
TALLAHASSEE, FL 32301

Name Changed: 01/18/2019

Address Changed: 01/18/2019

Officer/Director Detail

Name & Address

Title CFO

McPEAK, STACEY
3 SURREY DRIVE
NEWTOWN SQUARE, PA 19073

Title President/CEO

DELIZZA, DAVID A
729 WHITMAN DRIVE
TURNERSVILLE, NJ 08012

Title VP

PENNONI, ANDREW J
906 TRUEPENNY ROAD
MEDIA, PA 19063

Title VPS

COOTE, PETER J
128 WALTER DRIVE
MEDIA, PA 19063

Title VP

FREDERICK, BRUCE
3209 Shadyside Lane
Chesapeake, VA 23321

Title Regional Vice President

Diehl, Brian, PE
4308 Ellinwood Blvd
Palm Harbor, FL 34685

Title VP

McCarthy, E. Michael, PE
1011 Weathersfield Drive
Dunedin, FL 34698

Title VP

Nikolov, E. Peter, PE
9634 Maypan Place
Largo, FL 33777

Title Associate Vice President

Elias, Steven
145 Lake Otis Road
Winter Haven, FL 33884

Annual Reports	
Report Year	Filed Date
2021	01/05/2021
2022	01/19/2022
2023	01/06/2023
Document Images	
01/06/2023 -- ANNUAL REPORT	View image in PDF format
01/19/2022 -- ANNUAL REPORT	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/22/2019 -- ANNUAL REPORT	View image in PDF format
01/18/2019 -- Reg. Agent Change	View image in PDF format
01/04/2018 -- ANNUAL REPORT	View image in PDF format
01/09/2017 -- ANNUAL REPORT	View image in PDF format
01/22/2016 -- ANNUAL REPORT	View image in PDF format
08/05/2015 -- AMENDED ANNUAL REPORT	View image in PDF format
03/24/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
02/01/2013 -- ANNUAL REPORT	View image in PDF format
01/05/2012 -- ANNUAL REPORT	View image in PDF format
02/16/2011 -- ANNUAL REPORT	View image in PDF format
02/22/2010 -- ANNUAL REPORT	View image in PDF format
01/29/2009 -- ANNUAL REPORT	View image in PDF format
05/06/2008 -- ANNUAL REPORT	View image in PDF format
02/27/2007 -- ANNUAL REPORT	View image in PDF format
01/05/2007 -- ANNUAL REPORT	View image in PDF format
10/27/2006 -- REINSTATEMENT	View image in PDF format
04/19/2005 -- REINSTATEMENT	View image in PDF format
09/24/1998 -- ANNUAL REPORT	View image in PDF format



PENNONI ASSOCIATES INC

Unique Entity ID QS8XC1NYXT49	CAGE / NCAGE 5GDB6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 10, 2023	
Physical Address 5755 Rio Vista DR Clearwater, Florida 33760-3137 United States	Mailing Address 5755 Rio Vista DR Clearwater, Florida 33760-3137 United States	

Business Information

Doing Business as (blank)	Division Name Clearwater	Division Number (blank)
Congressional District Florida 13	State / Country of Incorporation Pennsylvania / United States	URL www.pennoni.com

Registration Dates

Activation Date Oct 12, 2022	Submission Date Oct 10, 2022	Initial Registration Date Oct 5, 2017
--	--	---

Entity Dates

Entity Start Date Jul 21, 1967	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 04ER7	Legal Business Name PENNONI ASSOCIATES INC.
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5GDB6

Points of Contact**Electronic Business**

🔗
Robert Bevins, Director of Federal Programs

1602 Village Market BLVD. SE
Suite 330
Leesburg, Virginia 20175
United States

Government Business

🔗
Robert Bevins, Director of Federal Programs

1602 Village Market BLVD. SE
Suite 330
Leesburg, Virginia 20175
United States

Mark McCarthy, Vice President

5755 Rio Vista Drive
Clearwater, Florida 33760
United States

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541320	Landscape Architectural Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541380	Testing Laboratories
	541620	Environmental Consulting Services
	562910	Remediation Services

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States
Florida
New Jersey
Pennsylvania

Counties
(blank)

Metropolitan Statistical Areas
(blank)

Billing Rates

EXHIBIT A

2022 SCHEDULE OF FEES

Pennoni provides engineering consulting services to its clients in accordance with the terms and conditions of our contract. Pennoni's compensation will be based on the following schedule of fees and charges with an annual increase of three percent in rates unless our contract specifies otherwise.

LABOR CATEGORY	RATES: \$/HOUR
Senior Principal Professional	\$275
Principal Professional.....	\$220
Senior Professional	\$195
Project Professional	\$180
Staff Professional	\$170
Associate Professional	\$158
Graduate Professional	\$135
Technician III	\$127
Technician II	\$117
Technician I	\$104
3-man Survey Crew.....	\$180
2-man Survey Crew.....	\$135
Senior Field Technician	\$132
Field Technician III	\$95
Field Technician II	\$85
Field Technician I	\$75
Laboratory Technician	\$95
Building Code Official.....	\$110
Project Assistant	\$80

- Add 15% to above Survey Crew rates when OSHA 40-hour training required
- Technical Support/Expert Testimony Fee provided upon request
- 3 Person Survey Crew rates for roadwork provided upon request

"Professional" includes all disciplines (Engineer, Landscape Architect, Surveyor, Geologist, etc.)

EXPENSES:

Pennoni does not bill for routine office management or accounting services; however, direct expense charges described below are subject to an additional administrative and handling fee as indicated:

- Subconsultant/Subcontractor services: cost plus 10%
- Project Related Travel and Living Expenses: cost plus 10%
- Field Equipment, Expendable Materials/Supplies and Outside Reproduction): cost plus 10%
- Passenger Vehicles: per IRS standard rate
- Field Vehicles: \$100.00/day
- Record Retrieval: \$500.00/request plus reprographic charge
- Communication Fee: 2% of billable labor. Includes cost for non-deliverable in-house photocopies, non-express postage and telephone/fax/computer.



CITY OF PINELLAS PARK INSURANCE REQUIREMENTS

GENERAL CONDITIONS

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance is approved by the City's Risk Management Division, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved by Risk Management.

The cost of all insurance shall be included in the Consultant's proposal.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.

LIMITS OF INSURANCE

GENERAL LIABILITY

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate

- \$1,000,000 Personal and Advertising Injury

- \$1,000,000 Each Occurrence

PROFESSIONAL LIABILITY – ERRORS AND OMISSIONS

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Each Occurrence

AUTOMOBILE LIABILITY

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$1,000,000 Combined Single Limit

WORKERS' COMPENSATION

Type – Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident
- \$500,000 Disease - Policy
- \$100,000 Disease - Each Employee

EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/23/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS **WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 40 W. Front St. Media PA 19063	CONTACT NAME: LeeAnne Henderson PHONE (A/C, No, Ext): 610-548-5105 E-MAIL ADDRESS: LeeAnne_Henderson@ajg.com FAX (A/C, No): 610-566-0147														
INSURED Pennoni Associates Inc. 1900 Market Street, Suite 300 Philadelphia PA 19103	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Continental Insurance Company</td><td>35289</td></tr><tr><td>INSURER B: Continental Casualty Company</td><td>20443</td></tr><tr><td>INSURER C: Valley Forge Insurance Company</td><td>20508</td></tr><tr><td>INSURER D: Technology Insurance Company, Inc</td><td>42376</td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Continental Insurance Company	35289	INSURER B: Continental Casualty Company	20443	INSURER C: Valley Forge Insurance Company	20508	INSURER D: Technology Insurance Company, Inc	42376	INSURER E:		INSURER F:	
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INSURER D: Technology Insurance Company, Inc	42376														
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 658269239**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6076399941	5/1/2022	5/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$15,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			6076399955	5/1/2022	5/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		6076399969	5/1/2022	5/1/2023	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TWC4104180	5/1/2022	5/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B	Professional Liability Environmental/CPL			AEH591929725	5/1/2022	5/1/2023	Each Claim \$1,000,000 Aggregate \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Pinellas Park is named as an Additional Insured (Owner) as respects the RFP 21/006 - Architectural & Engineering Consultant Services Continuing Contract is additional insured under the General Liability Policy Form #CNA75079XX(10/16), and the Umbrella (Follow Form) Liability policies, per the policy terms and conditions and with respect to the insured's operations.

CERTIFICATE HOLDER**CANCELLATION**

City of Pinellas Park
ATTN: Human Resources Department
5141 78th Avenue North
Pinellas Park FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPENDIX I

PROJECT: RFP 21/006 – ARCHITECTURAL & ENGINEERING CONSULTANT SERVICES CONTINUING CONTRACT

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

By this agreement, **PENNONI**, hereinafter "CONSULTANT," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the above-mentioned contract.

Date **December 2, 2021**

Consultant **Pennoni Associates Inc.**

Address **5755 Rio Vista Drive, Clearwater, FL 33760**

Print Name **Brian M. Diehl**

Signature *Brian M. Diehl*

Title **Regional Vice President**

President, Vice-President, or Treasurer



CORPORATE SEAL

HUMAN RESOURCES NEED ORIGINAL SIGNED HOLD HARMLESS AGREEMENT PRIOR TO ANY WORK COMMENCING

**SWORN STATEMENT ON PUBLIC ENTITY CRIMES
PURSUANT TO FLORIDA STATUTES SECTION 287.133(3)(a)**

This form must be signed in the presence of a Notary Public or other officer authorized to administer oaths:

1. This sworn statement is submitted to the City of Pinellas Park

by Brian M. Diehl, PE - Regional Vice President
(print individual's name and title)

for Pennoni Associates Inc.
(print name of entity submitted sworn statement)

whose business address is:

5755 Rio Vista Drive, Clearwater, FL 33760

and (if applicable) its Federal Employer Identification Number (FEIN) is 23-1683429

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn statement: -----.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

 X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

 The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Brian M. Diehl

Signature

STATE OF Florida

COUNTY OF Pinellas

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online

notarization, this 15th day of February, 2023, by Brian M. Diehl, PE
(Name of person acknowledging)

Who is personally known to me or who has produced -----
(Type of Identification)
as identification.

NOTARY PUBLIC Pamela R. Spidel

Pamela R. Spidel



PAMELA R. SPIDEL
Commission # HH 116038
Expires May 14, 2025
Bonded Thru Budget Notary Services

(Notary Seal)

MY COMMISSION EXPIRES May 14, 2025

Issued: February 13, 2023

EXHIBIT B

PPARK23001P

Steve Majko, Director
Fleet & Facilities
City of Pinellas Park
625082nd Avenue N.
Pinellas Park, FL 33781

**RE: CITY OF PINELLAS PARK, 15 PUBLIC FACILITIES, WIND RETROFIT & GENERATOR
CITY PROJECT #4437-503R; FAIN- FEMA-DR-4337-FL
STRUCTURAL ENGINEERING SERVICES**

Dear Mr. Majko:

The City of Pinellas Park is requesting a proposal from Pennoni to develop wind hardening recommendations and specifications for a new generator for the following (15) sites.

Number	Name	Location	Year Built
1	FS #33	5000 82nd Ave N, Pinellas Park, DL 33781	1981
2	FS #34	6565 94th Avenue N, Pinellas Park, FL 33782	1980
3	FS #35	11350 43rd Street N, Pinellas Park, FL 33762	1993
4	Broderick Rec	6101 66th Avenue N, Pinellas Park, FL 33781	2001
5	Forbes Rec	6401 94th Avenue, Pinellas Park, FL 33872	1983
6	Skyview Rec	9010 54th Way, Pinellas Park, FL 33782	2011
7	Structure 1 Technical Services	6051 78th Avenue N, Pinellas Park, FL 33781	1985 - Offices
8	Neighborhood Services Building	7780 60th St N, Pinellas Park, FL 33781	1965
9	Barbara P. Public Library	7770 52nd Street N, Pinellas Park, FL 33781	1968
10	Performing Arts	4951 78th Avenue N, Pinellas Park, FL 33781	1970
11	Tire Kingdom	7900 49th Street N, Pinellas Park, FL 33781	1978
12	Senior Center	7625 59th Street N, Pinellas Park, FL 33781	2011-Hi-Rise Apartment
13	Senior Center Annex	7650 58th Street N, Pinellas Park, FL 33781	
14	Teen Rec Center	4000 66th Avenue N, Pinellas Park, FL 33781	1975
15	Structure 2 Purchasing	6051 78th Avenue N, Pinellas Park, FL 33781	1985-Offices)

The scope for the project is outlined as follows by the grant contract page 30 as follows:

The HMGP project shall provide protection to the facilities through the installation of shutter systems to protect all exterior openings, installation of impact resistant glass to protect large architectural windows and hardening activities to the roofing systems. The proposal also includes the purchasing and installation of a 250-kW permanent generator, or the adequate size determined by the vendor and/ or electrical engineer during the bid process at the Barbara S. Ponce Public Library to provide emergency power and ensure continuity of operation for post-disaster recovery.

Wind protections shall be provided on any other opening such as vents, louvers and exhaust fans. All installation shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials shall be certified to meet wind and impact standards. The local municipal or county building department shall inspect and certify installation according to the manufacture specification.

The project shall provide wind speed protection and impact requirements indicated the effective Florida Building Code at the time permits are issued. The generator shall be protected against a 500- year flood event by implanting specific activities or by locating the generator outside the Special Flood Hazard Area (SFHA) and shall be protected against wind with a rated enclosure based on its location requirements. Activities shall be completed in strict compliance with Federal, State and Local Rules and Regulations.

Original drawings are available and are required to be provided for our review.

Total project estimated budget is \$1,817,226.00

SCOPE OF SERVICES

Task 1 Feasibility Study (15) Project Sites

1. Kickoff meeting at each site to discuss project scope with Stakeholders.
2. Visit site to conduct a walk-thru visual review of representative areas of each site and document the existing glazing, fenestrations and/ or louver systems.
3. Conduct a limited structural review each of the (15) sites by Pennoni to include review structural elements, anchoring and fastening.
 - a. Review original structural drawings to become familiar with the design.
 - b. Identify structural concerns if found present in during walkthrough.
 - c. Prepare wind pressure calculations using the current wind code
 - d. Develop preliminary cost estimate provided by CCNA to provide envelope protection. Issue a summary report of findings with recommendations to prioritize the upgrades.
 - e. Provide a report of findings and recommendations.
4. A summary phone conference will be held with the Stakeholders to review to review the findings of the assessment along with recommendations.
5. For Barbara P. Public Library, Review of new Proposed Generator System by Engineering Matrix.
 - a. Review record drawings to evaluate the building's electrical loads.
 - b. Provide a building-level evaluation to confirm that the proposed, 250 kW generator capacity is adequate for the building.
 - c. Survey the existing building to confirm record drawing accuracy and to document the quantity

and demand of circuits being fed by the emergency system.

Task 2 Construction Documents (Barbara P. Public Library Only)

Provide drawings and specifications for any of the above items needing replacement.

Deliverables to include:

- a. Structural Design Drawings for the hardening of exterior walls, windows and rollup doors. Structural hardening drawings provided by Pennoni.
- b. Limited structure scanning with GPR to locate steel and concrete reinforced filled cells.
- c. Provide Construction Drawings for Installation of New Generator.

Task 3 Bidding and Permitting Assistance (Barbara P. Public Library Only)

- a. Conduct a pre-bid meeting during a public bid meeting at date agreed with by owner.
- b. Each consultant will respond to any permit comments related to their specific scope.
- c. Review contractor bids and provide relevant comments.
- d. Pennoni will assist during the Bidding process by responding to any architectural Requests for Information (RFIs) from the bidders as well as review any substitution requests for architectural items from the bidders.

Task 4 Construction Administration (Barbara P. Public Library Only)

- a. Preconstruction meeting as scheduled with Owner, GC and design team.
- b. Two Owner/Architect/Contractor meetings during construction attended by Pennoni. Review of pay applications will be made during these meetings.
- c. Two Site visits by MEP to review generator installation.
- d. Review of punch list for Substantial and Final Completion.

SERVICES EXCLUDE - INCLUDING:

- a. Hardening to upgrade structure beyond current code or review/ rating of existing buildings for their ability to resist high wind events such as hurricanes.
- b. Upgrades to roofing or building diaphragm or shear walls.
- c. Life safety issues.
- d. Ventilation, A/C, sanitary, potable, power concerns beyond what is described above to service the new generator system.
- e. Staff sleeping and eating concerns.
- f. Alternative means of housing personnel.
- g. Comprehensive review of the existing drawings for errors and omissions.
- h. Preparation of design calculations to back check the original design.
- i. Exploratory demolition to expose hidden conditions.
- j. Testing of construction materials.
- k. Cost estimates and quantity surveys beyond the structural hardening.
- l. As-Built Drawings.

LIMITATIONS

Our work is limited to a visual review of representative parts of the existing structural system that are readily accessible. Many of the primary structural components are concealed by walls and ceilings or hidden

underground (foundations) and cannot be observed without extensive and costly demolition. The work to expose these components is beyond the scope of this assessment.

ASSUMPTIONS AND INFORMATION REQUIRED

1. The Client shall provide access to areas to be observed and inspected as determined by Pennoni.
2. The Client shall provide ladders, scaffolding platforms, or high lifts with operator for access to the exploratory areas, if required by Pennoni.
3. Access to site is to be provided during normal working hours.
4. The Client shall provide copies of any available architectural and structural drawings of the existing building.

SCHEDULE

We will start work after acceptance of this proposal. We will endeavor to meet your schedule for progress and final submissions.

The Task 1: Study will be completed 8 weeks from reception of the Purchase Order for this work.

Task 2: Estimated schedule completed 8 weeks from completion of Task 1.

Tasks 3 and 4: Cannot be determined at the time of this proposal submission and will be determined at the time of public advertisement of bids for construction and/or selection of contractor.

LUMP SUM FEES

Task 1 - Feasibility Study				
Number	Name	Pennoni	CC &A	Matrix
1	FS #33	\$3,750	\$700	-
2	FS #34	\$3,750	\$700	-
3	FS #35	\$3,850	\$700	-
4	Broderick Rec	\$3,250	\$1,050	-
5	Forbes Rec	\$3,250	\$1,050	-
6	Skyview Rec	\$3,250	\$1,050	-
7	Structure 1 Technical Services	\$4,250	\$1,050	-
8	Neighborhood Services Building	\$4,250	\$1,050	-
9	Barbara P. Public Library	\$5,500	\$1,400	\$7,328
10	Performing Arts	\$3,500	\$1,750	-
11	Tire Kingdom	\$2,250	\$700	-
12	Senior Center	\$2,750	\$1,050	-
13	Senior Center Annex	\$2,750	\$1,050	-
14	Teen Rec Center	\$2,750	\$1,050	-
15	Structure 2 Purchasing	\$2,750	\$700	-
Subtotal		\$51,850	\$15,050	\$7,328
Total		\$74,228		

Task 2 Construction Documents (Barbara P. Public Library Only)				
Building Number	Name	Pennoni	CC &A	Matrix
9	Barbara P. Public Library	\$12,500	\$1,000	\$6,412
Total Task Fee		\$19,912		

Task 3 Bidding Assistance (Barbara P. Public Library Only)				
Building Number	Name	Pennoni	CC &A	Matrix
9	Barbara P. Public Library	\$1500	-	\$916
Total Task Fee		\$2,416		

Task 4 Construction Administration (Barbara P. Public Library Only)				
Building Number	Name	Pennoni	CC &A	Matrix
9	Barbara P. Public Library	\$5,500	-	\$3,664
Total Task Fee		\$9,164		

Total Fees Task 1-4: \$105,720

ADDITIONAL SERVICES

In the event that additional services become necessary, Pennoni will provide a separate scope of services and fee proposal to address the required services. Additional services can include, but are not limited to, the following items.

- Structural analysis and preparation of design calculations
- Evaluation that is not specifically listed above
- Preparation of as-built drawings
- Preparation of repair drawings
- Construction cost estimates
- Non-destructive testing (NDE) including GPR and other methods
- Exploratory demolition to expose hidden conditions
- Materials testing
- CAD drawings
- Temporary Shoring
- Installation of crack monitors

REIMBURSABLE EXPENSES

Extraordinary expenses identifiable to the specific project will be billed in addition to the above stated fee. Overnight mail are considered reimbursable expenses and will be billed accordingly. We do not bill for such items as small amounts of in-house printing and normal mailing expenses.

BILLING AND PAYMENT

An invoice for professional services completed will be presented for payment on a monthly basis. Invoices are due upon receipt. The Client acknowledges that the method of billing and payment has been discussed in detail, that the terms agreed upon can only be changed by a written addendum agreed to by both parties, and that work may be stopped until payment is made in accordance with the agreement.

STATUTORY DISCLOSURE:

PURSUANT TO §558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF PENNONI ASSOCIATES INC. CANNOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF THIS PROFESSIONAL SERVICES CONTRACT OR IN ANTICIPATION OF, ARISING OUT OF OR RELATED TO THE PERFORMANCE OF PROFESSIONAL SERVICES HEREUNDER.

TERMS AND CONDITIONS

Pennoni Associates Inc. General Terms and Conditions (Form LE01 12/2015) are attached hereto and are a part of this agreement. The Client indicates by the execution of this proposal that they have reviewed and understand the General Terms and Conditions.

This proposal is based on the scope as described by you and the clarifications noted above.

We appreciate the opportunity to submit this proposal and look forward to working with you.

Sincerely,

PENNONI ASSOCIATES INC.



Jeffrey J. Salemme, PE SI
Associate Vice President



Vince Barnes III, PE SI
Forensics Division Manager

Please indicate your acceptance of this proposal by signing and returning a copy as our authorization to proceed. In signing this proposal, the Client authorizes Pennoni to complete the professional services outlined in this proposal.

Accepted By:

(Authorized Representative of the Client)

(Print Name & Title)

(Date)

[PPARK22003P Park Station Hardening Project.docx](#)



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

1. Unless withdrawn sooner, proposals are valid for thirty (30) days.
2. The technical and pricing information in proposals is the confidential and proprietary property of Pennoni Associates Inc. ("Pennoni") or any Pennoni subsidiary or affiliate. Client agrees not to use or to disclose to third parties any technical or pricing information without Pennoni's written consent. Pennoni acknowledges that the Client, City of Pinellas Park, Florida, is a governmental agency subject to Florida public records laws, including Florida Statutes Chapter 119; and nothing contained in this Agreement changes or supercedes the City of Pinellas Park's requirement to provide records pursuant to a public records request, and Pennoni agrees that it does not require notice prior to the release of any documents responsive to a public records request related to this Agreement.
3. The agreement created by the Client's acceptance of a proposal and these Terms & Conditions is hereinafter referred to as the "Agreement." If a proposal is submitted to Client and Client fails to return a signed copy of the proposal but knowingly allows Pennoni to proceed with the services, then Client shall be deemed to have accepted the terms of the proposal and these General Terms & Conditions.
4. Payment is due upon receipt of invoices as submitted. If Client chooses to make any payment via major credit card, Client agrees to pay a 3% surcharge or 1.03 times the total amount invoiced. Client agrees to pay interest at the rate of 1½ percent per month on invoices that are more than 30 days past due. If an invoice is 30 or more days past due, then Pennoni may suspend services and refuse to release work on this Agreement or any other agreement between Client and Pennoni until Client has paid all amounts due. Unless Pennoni receives written notice of Client's dispute of an invoice within 30 days of the invoice date, the invoice will be presumed correct. If payment is not made in accordance with the Agreement, then Client agrees to pay reasonable costs and attorney's fees incurred by Pennoni to collect payment.
5. All drawings, sketches, specifications and other documents ("Documents") in any form, including electronic, prepared by Pennoni are instruments of Pennoni's services, and as such are and shall remain Pennoni's property. Upon payment in accordance with the Agreement, Client shall have the right to use and reproduce the Documents solely for the purposes of constructing, remediating, using or maintaining the project contemplated by the Agreement ("Project"). The Documents are prepared for use on this Project only, and are not appropriate for use on other projects, any additions or alterations of the Project, or completion of the Project by others. Client shall not use the Documents in violation of this paragraph without Pennoni's express written consent; and such use is at the Client's sole risk. Client agrees to indemnify, defend and hold harmless Pennoni from any claims, damages, losses, liabilities and expenses arising from such prohibited use.
6. INTENTIONALLY OMITTED
7. Fee and schedule commitments will be subject to change for delays caused by Client's failure to provide specified facilities or information, or for delays caused by third parties, unpredictable occurrences or force majeure.
8. Where the method of payment is based on time and materials, Client agrees that the following will apply: The minimum time segment for charging work is one-quarter hour, except the minimum time segment for charging of field survey work is four (4) hours. Client reimbursable expenses include travel and living expenses of personnel when away from the home office on business connected with the Project; subcontractor and subconsultant costs; identifiable communications, mailing and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the Project. A ten (10) percent administrative and handling charge will be added to client reimbursable expenses.
9. INTENTIONALLY OMITTED
10. Client's termination of this Agreement will not be effective unless Client gives Pennoni seven (7) days prior written notice with accompanying reasons and details, and affords Pennoni an opportunity to respond. Where the method of payment is "Lump Sum," Client agrees that the final invoice will be based on services performed to the effective date of cancellation, plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation. Where the method of payment is time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation plus an equitable adjustment to provide for costs Pennoni incurred for commitments made prior to cancellation.
11. Pennoni will maintain at its own expense Workman's Compensation insurance, Commercial General Liability insurance, and Professional Liability insurance.



PENNONI ASSOCIATES INC. GENERAL TERMS & CONDITIONS

12. Neither the Client nor Pennoni shall assign this Agreement without the written consent of the other.
13. Pennoni does not represent or warrant that any permit or approval will be issued by any governmental or regulatory body. Pennoni will endeavor to prepare applications for such permit or approval in conformance with applicable requirements; but, in view of the complexity of and the frequent changes in applicable rules and regulations and interpretations by the authorities, Pennoni cannot guarantee that any such application will be considered complete or will conform to all applicable requirements.
14. Pennoni will perform its work in accordance with generally accepted professional standards. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. This Agreement is solely for the benefit of the Client and its successors. There is no third-party beneficiary of this Agreement.
15. CLIENT AND PENNONI HAVE CONSIDERED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, AS WELL AS PENNONI'S TOTAL FEE FOR SERVICES. CLIENT AGREES THAT, TO THE FULLEST EXTENT PERMITTED BY LAW, PENNONI'S TOTAL AGGREGATE LIABILITY (INCLUDING THE LIABILITY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS AND CONSULTANTS) TO THE CLIENT (AND ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT) FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES ARISING OUT OF THIS AGREEMENT FROM ANY CAUSE OR CAUSES IS LIMITED TO THE TOTAL FEE RECEIVED BY PENNONI UNDER THIS AGREEMENT OR \$50,000, WHICHEVER IS GREATER. SUCH CAUSES INCLUDE, BUT ARE NOT LIMITED TO, PENNONI'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, OR BREACH OF CONTRACT OR WARRANTY.

IN THE EVENT THE CLIENT IS UNABLE TO ACCEPT THE ABOVE LIMITATION OF LIABILITY, PENNONI AGREES TO INCREASE THE LIMITATION TO \$1,000,000 UPON ITS RECEIPT, PRIOR TO PERFORMING ANY SERVICES, OF CLIENT'S WRITTEN AGREEMENT TO PAY AN ADDITIONAL SUM OF NOT LESS THAN 10% OF THE TOTAL FEE UNDER THIS AGREEMENT OR \$1,000, WHICHEVER IS GREATER.

UNDER NO CIRCUMSTANCES SHALL ANY OF THE PROVISIONS OF THIS AGREEMENT BE DEEMED TO WAIVE THE REQUIREMENTS AND LIMITATIONS OF FLORIDA STATUTE 768.28, AS SUCH APPLIES TO THE CITY OF PINELLAS PARK, A FLORIDA MUNICIPAL CORPORATION.

16. Client shall make no claim against Pennoni unless the Client first provides a written certification, executed by an independent design professional, specifying those acts or omissions which the independent design professional contends is a violation of generally accepted professional standards and upon which the claim will be premised. The independent design professional must be licensed to practice in the state where the Project is located and in the discipline related to the claim. Client agrees that the independent design professional's certification is a condition precedent to the Client's right to institute any judicial proceeding.
17. If required under the scope of services, Pennoni shall visit the Project site to become generally familiar with the progress and quality of the work for which Pennoni prepared contract documents, and Pennoni shall not make exhaustive or continuous onsite inspections. Pennoni's services do not include supervision or direction of the contractor's work. Observation by Pennoni field representatives shall not excuse the contractor for defects or omissions in its work. Pennoni shall not control construction means, methods, techniques, sequences, or procedures, and the contractor is solely responsible for all work on the Project, including safety of all persons and property.
18. If Client does not retain Pennoni to render construction phase services, then Client waives any claim it may have against Pennoni and agrees to indemnify, defend, and hold harmless Pennoni from any loss or liability, including attorneys fees and other defense costs, arising out of or related to the interpretation of Pennoni's plans and specifications, the review of shop drawings, the evaluation of contractor's request for change orders, or the failure to detect and correct obvious errors or omissions in Pennoni's plans and specifications.
19. INTENTIONALLY OMITTED
20. INTENTIONALLY OMITTED
21. Client agrees to pay reasonable expert witness fees if Pennoni or any of its employees is subpoenaed to testify as a fact or opinion witness in any court proceeding, arbitration, or mediation to which the Client is a party.
22. Unless otherwise provided in this proposal, Pennoni shall have no responsibility for the discovery, presence, handling, removal, or disposal of hazardous materials or underground structures at the Project site.



**PENNONI ASSOCIATES INC.
GENERAL TERMS & CONDITIONS**

23. Client and Pennoni waive consequential damages arising out of this Agreement.
24. This Agreement shall be governed by the laws of the State of Florida.
25. Both Pennoni and Client agree to waive the right to subrogation for covered losses and each shall obtain similar waivers from Owner, subcontractors, property and casualty insurers, and any other party involved in this Project.

Master Contract – 21/006
Task Order – 04.2023
City Buildings Wind Mitigation & Self-Sufficiency

This Task Order is made this the _____ day of _____, 2023, by and between City of Pinellas Park “City” and Pennoni Associates, Inc. “Consultant” pursuant to the terms and conditions set forth in the Master Contract 21/006, with an effective date of **13 October 2022**, which is incorporated into this Task Order by reference.

A. The City’s Task Order number for this Project is **04.2023**.

B. The Consultant Job Number for this Task Order is _____.

The Services to be performed by Consultant under this Task Order are as follows:

- 1) See attached proposal attached hereto and incorporated herein as Exhibit B.

The Project Schedule is as follows:

- 1) See attached proposal attached hereto and incorporated herein as Exhibit B.

Deliverables to be provided under this Task Order are as follows:

- 1) See attached proposal attached hereto and incorporated herein as Exhibit B.

Calendar Days to Complete:

- 1) See Schedule in attached proposal attached hereto and incorporated herein as Exhibit B.

The Compensation to be paid to Consultant for the performance of the services under this Task Order is set forth in the scope of services, attached hereto and incorporated herein by reference. The City’s Contract Number and Task Order Number shall be referenced on each invoice submitted by Consultant to City under this Task Order.

Total Cost: One Hundred Five Thousand Seven Hundred Twenty Dollars (\$105,720.00)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

Pennoni Associates, Inc.

City of Pinellas Park
Pinellas County, Florida

By _____
Signature of Authorized Officer

By _____
Sandra L. Bradbury, Mayor

Type or Print Signature

ATTEST:

ATTEST:

Contractor's Attestor

By _____
Diane M. Corna, City Clerk, MMC

Type or Print Signature

Approved as to form and correctness:

City Attorney
City of Pinellas Park

Corporate Seal

City Council Approved