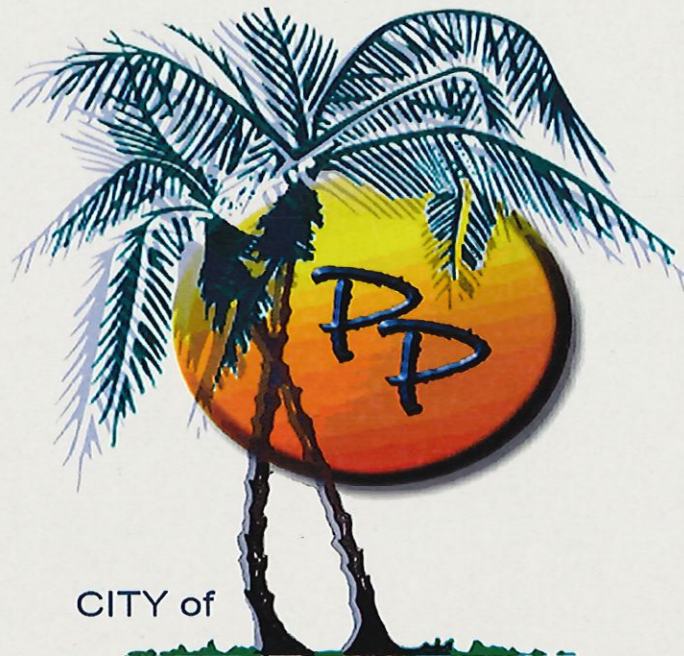


CITY OF PINELLAS PARK



CITY of
Pinellas Park, FL
The Heart of Pinellas

RFP 18/012
TASK ORDER #015/2020

ENGINEERING SERVICES
YOUTH PARK – PHASE I

PENNONI ASSOCIATES INC
2555 NURSERY ROAD, SUITE 104
CLEARWATER, FL 33764

LEISURE SERVICES ADMINISTRATION

RFP 18/012
TASK ORDER #015/2020
INDEX

Task Order #015/2020

Task Order – Exhibit (City Form)

Task Order – Fee Schedule

Insurance/Hold Harmless Package

Public Crimes Entity

Pennoni Associates Inc. – Quote

MASTER CONTRACT #18/012
TASK ORDER # 015/2020
(FOR SERVICES OVER \$35,000)

PROJECT NAME: YOUTH PARK – PHASE I - PROFESSIONAL ENGINEERING SERVICES

This Task Order is made this the 9 day of December 2020, by and between City of Pinellas Park ("CITY") and Pennonni Associates Inc. ("CONSULTANT") pursuant to the terms and conditions set forth in the Master Contract Agreement #18/012, with an effective date of **MAY 10, 2019**, ("Agreement"), which is incorporated into this Task Order by reference.

A. The CITY Task Order for this Project is #015/2020.

B. The CONSULTANT Job Number for this Task Order is PPARK20003.

The CITY'S Contract Number and Task Order Number shall be referenced on each invoice submitted by CONSULTANT to CITY under this Task Order.

1. The Services to be performed by CONSULTANT under this Task Order are as follows:

SEE THE FOLLOWING QUOTE

2. The Project Schedule is as follows:

SEE THE FOLLOWING QUOTE & EXHIBIT

CALENDAR DAYS TO COMPLETE: 290

3. The Compensation to be paid to CONSULTANT for the performance of the Services under this Task Order is set forth in Exhibit - 1 (Compensation Cost by Task), attached hereto and incorporated herein by reference.

TOTAL COST: TWO HUNDRED NINETY EIGHT THOUSAND, FIVE HUNDRED, THIRTY SIX DOLLARS & ZERO CENTS (\$298,536.00). (TASK #015/2020)

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

SEE THE FOLLOWING QUOTE

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.

CITY OF PINELLAS PARK
PINELLAS COUNTY, FLORIDA

ATTEST:

Diane M. Corna, MMC

By _____
Sandra L. Bradbury, Mayor

(SEAL)

ATTEST:

Jill Riebel

Jill Riebel / Administrative Assistant
Attestor Title (Print)

Pennoni Associates Inc.
Consultant (Company Name)

By _____
E. Michael McCarthy
Signature of Authorized Officer

(SEAL)



E. Michael McCarthy, PE
(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

City Attorney, James W. Denhardt
City of Pinellas Park

Project Approved:

Aaron Petersen, Construction Services Director

Approved by City Council: _____

Exhibit - 1 (Compensation Cost by Task) – Must be Attached

EXHIBIT – 1
TASK #015/2020
COST BY TASK

TASK DESCRIPTION	TOTAL TASK HOURS	COST BY TASK
SEE THE FOLLOWING EXHIBIT B		
TOTAL AMOUNT: \$		

REMINDER: PLEASE ATTACH FEE SCHEDULE FOR THIS PROJECT

Project Fee Breakdown

City of Pinellas Park

PINELLAS PARK - YOUTH PARK PROFESSIONAL ENGINEERING SERVICES - PHASE 1 (CIVIL PHASE)

TASK	DESCRIPTION	Project Manager \$185.00	Senior Engineer \$175.00	Project Engineer \$155.00	Staff Engineer \$145.00	Senior Designer \$125.00	Project Designer \$115.00	Clerical \$65.00	Total Hours	Sub Fee	TOTAL FEE
2.0	PROJECT MANAGEMENT										
2.1	Project setup	4		4				2	10		\$1,490
2.2	Kickoff Meeting	4	4	4				2	14		\$2,190
2.3	Status reports and administration	12	4	8				8	32		\$4,680
2.4	Project internal team meetings	12	8	8				4	32		\$5,120
	Subtotal	32	16	24				16	88		\$13,480
3.0	TOPOGRAPHIC SURVEY										
3.1	Topographic survey and mapping	4	4	4	40	24		4	80		\$11,120
	Subtotal	4	4	4	40	24		4	80		\$11,120
4.0	GEOTECHNICAL SERVICES										
4.1	Geotechnical	4	4	4					12	\$13,800	\$15,860
	Subtotal	4	4	4					12		\$15,860
5.0	TRAFFIC IMPACT STATEMENT										
5.1	Traffic impact analysis	2	4						6		\$1,070
5.2	Attend methodology meeting (1)	4		4				2	10		\$1,490
5.3	Prepare draft technical memorandum	4	8	16				4	32		\$4,880
5.4	Address comments and prepare final memorandum	4		8				2	14		\$2,110
	Subtotal	14	12	28				8	62		\$9,550
6.0	PRELIMINARY DESIGN PHASE										
6.1	Design criteria and project setup	4		8				2	14		\$2,110
6.2	Collect and review data	4	8	8				4	24		\$3,640
6.3	Utility coordination	4	8	8				4	24		\$3,640
6.4	Incorporate utility checks comments	4		8	8				20		\$3,140
6.5	Prepare preliminary plans	30	26	89	157	3	5		310		\$47,610
6.6	Quantities and construction cost estimate	4	2	16		16		2	40		\$5,700
6.7	Attend field meetings (2)	8		8				4	20		\$2,980
6.8	Attend project status meeting (1)	4		4				2	10		\$1,490
6.9	Prepare deliverables	4	2	2			2	2	12		\$1,760
6.10	QA/QC	8	4					2	14		\$2,310
	Subtotal	74	50	151	165	19	7	22	488		\$74,380
7.0	FINAL DESIGN PHASE										
7.1	Incorporate city comments on previous submittal	4	4	8	16			2	34		\$5,130
7.2	Prepare final plans	30	26	89	157	3	5		310		\$47,610
7.3	Design tasks	8	40	80	40	24		2	194		\$29,810
7.4	Utility coordination	4		8	8			4	24		\$3,400
7.5	Utility design	4	16	24	24			4	72		\$11,000
7.6	Prepare specifications, special provisions & bid tab	4	8	24				4	40		\$6,120
7.7	Quantities and construction cost estimate	4	2	16		16		2	40		\$5,700
7.8	Attend field meetings (2)	8		8				4	20		\$2,980
7.9	Attend project status meeting (1)	4		4				2	10		\$1,490
7.10	Prepare deliverables	4	2	2			2	2	12		\$1,760
7.11	QA/QC	8	4					2	14		\$2,310
	Subtotal	82	102	263	245	43	7	28	770		\$117,310
8.0	PERMIT PHASE										
8.1	Agency meetings (2)	8	8					4	20		\$3,140
8.2.1	Permit preparation and submittal - FDEP	2	8	16				2	28		\$4,380
8.2.2	Permit preparation and submittal - SWFWMD	2	12	30				4	48		\$7,380
8.2.3	Permit preparation and submittal - Pinellas County	2	12	16				4	34		\$5,210
8.3	Prepare and submit permit responses	2	8	16			4	2	32		\$4,840
8.4	Prepare deliverables	2		4				2	8		\$1,120
8.5	QA/QC	4		2				2	8		\$1,180
	Subtotal	22	48	84			4	20	178		\$27,250
9	CONSTRUCTION SERVICES PHASE										
9.1	Pre-construction meeting (1)	4		4				2	10		\$1,490
9.2	Shop drawing reviews	6		40				2	48		\$7,440
9.3	Requests for information (RFIs)	6	8	24				2	40		\$6,360
9.4	Meetings and site visits (5)	16		16				8	40		\$5,960
9.5	Substantial completion meeting (1)	4	4					2	10		\$1,570
9.6	Final completion meeting (1)	4	4					2	10		\$1,570
9.7	Project certifications and closeout	4		8				4	16		\$2,240
	Subtotal	44	16	92				22	174		\$26,630
	Subtotal All Labor	276	252	650	450	86	18	120	1852		\$295,580
	Estimated Expenses										\$2,956
	Project Grand Total (Rounded)	276	252	650	450	86	18	120	1852		\$298,536
	Allowance										
	Grand Total										\$298,536



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 unless our contract specifies otherwise.

RATES SCHEDULE (2019)		
Staff Description	Unit	Hourly Rate (includes Multiplier)
CIVIL		
Administrative Assistant	Hour	\$75
CADD Designer	Hour	\$120
CADD Technician	Hour	\$110
Principal Professional	Hour	\$230
Project Engineer	Hour	\$165
Project Manager	Hour	\$175
Senior CADD Designer	Hour	\$130
Senior Engineer	Hour	\$175
Senior Project Manager	Hour	\$185
Staff Engineer	Hour	\$145
SURVEYING SERVICES		
Administrative Assistant	Hour	\$75
CADD Survey Technician	Hour	\$95
Professional Surveyor	Hour	\$160
Surveyor	Hour	\$120

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

A. GENERAL CONDITIONS

The Contractor shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the Human Resources Division, nor shall the Contractor allow any subcontractor to commence work on his subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Contractor's bid.

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 Contractor.

The Contractor'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 Contractor's insurance and shall not contribute with it.

The Contractor'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 Contractor and his 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.

B. 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

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
- 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 not be 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.

C. CERTIFICATES OF INSURANCE

Five (5) original signed copies of Certificates of Insurance outlining insurance coverages are to be forwarded to the City's Human Resources Division for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read: "**City of Pinellas Park**" is named as an **Additional Insured (Owner)** as respects the project # RFP 18/012 - TASK ORDER 015/2020 YOUTH PARK - PHASE I - PROFESSIONAL ENGINEERING SERVICES (Required for General Liability only)
2. Under heading "CERTIFICATE HOLDER" shall read:

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

D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

In addition to the foregoing insurance requirements, the CONTRACTOR shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/8/2020

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	FAX (A/C, No): 610-566-0147
INSURED Pennoni Associates Inc. 1900 Market Street, Suite 300 Philadelphia, PA 19103	E-MAIL ADDRESS: LeeAnne_Henderson@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: National Fire Insurance Co of Hartford	
	INSURER B: Continental Insurance Company	
	INSURER C: Granite State Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 1306555814

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
A	<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"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y		6076399941	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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 \$
B	<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	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
C	<input checked="" type="checkbox"/> 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/A	62498921	5/1/2020	5/1/2021	<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

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

City of Pinellas Park is additional insured (Owner) under the General Liability Policy Form #CNA7405XX (1/15), on a primary/noncontributory basis, as respects project # RFP 18/012 - Task Order 015/2020 Your Park - Phase I - Professional Engineering Services, per the policy terms and conditions and with respect to the insured's operations.

CERTIFICATE HOLDER

CANCELLATION

City of Pinellas Park Attn: Human Resources 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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**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
FOR PROFESSIONAL DESIGN CONTRACT**

PROJECT/SERVICE CONTRACT NAME: #RFP 18/012 - TASK ORDER 015/2020 - YOUTH PARK -
PHASE I - PROFESSIONAL ENGINEERING SERVICES

By this agreement, Pennoni Associates Inc., hereinafter "CONTRACTOR," 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 CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of the above-mentioned contract.

Date: December 9, 2020

Contractor: Pennoni Associates Inc.

Address: 5755 Rio Vista Drive, Clearwater, FL 33760

Print Name: E. Michael McCarthy, PE

Signature: *E. M. McCarthy*

Title: Vice President

President, Vice-President or Treasurer

CORPORATE SEAL



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

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to City of Pinellas Park
(print name of the public entity)

by E. Michael McCarthy
(print individual's name and title)

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

whose business address is:

5755 Rio Visat 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: N/A.)

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. (attached 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.

E. Michael McCarthy
Signature

STATE OF Florida

COUNTY OF Pinellas County

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

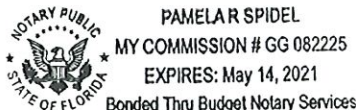
notarization, this 9 day of December, 2020, by E. Michael McCarthy
(Name of person acknowledging)

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

NOTARY PUBLIC Pamela R Spidel

(Notary Seal)

My Commission Expires May 14, 2021





SCOPE OF SERVICES
PINELLAS PARK - YOUTH PARK
PROFESSIONAL ENGINEERING SERVICES – PHASE 1 (CIVIL PHASE)

1.0 PROJECT DESCRIPTION

This proposal is to provide civil engineering services for a new football field and practice fields, parking lot, playground, filling of existing borrow pit, and associated stormwater management and utilities. The portion of the park that is the subject of this proposal fronts 62nd Avenue North, is approximately 9.5 acres, and includes the existing borrow area pond that encompasses roughly 1.5 acres of the park.

This proposal is for Phase 1 (Civil Phase) of the development. Phase 2 will include the concession buildings, bleachers, restroom facilities, running track, and artificial turf for the fields. The design of these items will be included in a separate proposal. Our engineering scope of services is as follows:

2.0 PROJECT MANAGEMENT

- 2.1 Project Setup: The ENGINEER will develop project documents and filing systems for the project that will include, project set-up, Work Plan, QA/QC Plan, hard and electronic files, sub-contract agreements and conduct an internal kick-off meeting.
- 2.2 Kick-off Meeting: The ENGINEER will conduct a project Kick-Off meeting with the CITY to review project goals, scope of work, project schedule, communication protocol, administrative issues, plans preparation and submittal procedures.
- 2.3 Status Reports and Administration: The ENGINEER will provide monthly status reports of the progress of this scope of work to accompany monthly invoices and administer the project.
- 2.4 Project Internal Team Meetings: The ENGINEER will conduct various internal project team meetings throughout the duration of the project to assure proper communications and adherence to project scope items.

3.0 TOPOGRAPHIC SURVEY

- 3.1 The ENGINEER will provide a topographic survey for the proposed Youth Park improvements. The survey will be in accordance with the Florida Standards of Practice for Land Surveys, Chapter 5J-17, Florida Administrative Code, Pennoni Survey Department will provide professional surveying and mapping services necessary to provide a Boundary and Topographic Survey of a portion of the Pinellas Park Youth Park as depicted in Exhibit "A" below:
 - 3.1.1 Locate existing or set monuments at each direction change of the east, south, and west boundary lines.
 - 3.1.2 Locate boundary and/or right-of-way line(s).
 - 3.1.3 Locate and depict aboveground improvements on the survey.
 - 3.1.4 Depict easements, encumbrances, and right-of-ways that are provided and/or visible that affect the above-referenced parcel.
 - 3.1.5 Horizontally coordinate the survey to the Florida State Plane Coordinate System, North American Datum 1983, adjustment 2011 (NAD83/11).



- 3.1.6 Provide spot elevations and one-foot (+/-) contours based on North American Vertical Datum 1988 (NAD88).
- 3.1.7 Provide invert information of accessible stormwater and sanitary sewer structures.
- 3.1.8 Locate trees with diameters greater than 6 inches at DBH. (DBH, Diameter at Breast Height is the tree trunk diameter as measured 4.5 feet above the ground.) In areas of dense tree coverage, only the edge of the tree line will be depicted.
- 3.1.9 Depict special flood hazard areas inundated by 100-year flood as shown on Federal Emergency Management Agency (FEMA), Flood Insurance Rate Maps (FIRM).
- 3.1.10 Locate markings for underground utilities if depicted on the ground surface by the utility companies prior to the field survey.
- 3.1.11 Conduct any site/parcel research, field coordination, and quality control measures as deemed necessary to produce the survey.
- 3.1.12 Provide a digital file of the survey from AutoCAD Civil 3D 2020, excluding title block and certifications.
- 3.2 The ENGINEER will submit the following deliverables to the CITY:
 - 3.2.1 Provide three (3) copies of the survey for the above-referenced site, signed and sealed by a professional surveyor and mapper.

4.0 GEOTECHNICAL SERVICES

- 4.1 Our subconsultant AREHNA Engineering will perform the required Geotechnical Investigations and provide a Report of Recommendations for the parking lot, running track, field lighting, and infiltration testing required by SWFWMD.
- 4.2 Geotechnical investigation and engineering for the concession and restroom buildings will be included in our Phase 2 proposal at a later date.
- 4.3 The ENGINEER will submit the following deliverables to the CITY:
 - 4.3.1 Geotechnical report and data collection.

5.0 TRAFFIC IMPACT STATEMENT

- 5.1 The ENGINEER will include the following traffic impact analysis:
 - 5.1.1 Collection of publicly available data
 - 5.1.2 Site-generated trip estimate
 - 5.1.3 Trip Distribution
 - 5.1.4 Trip assignment
 - 5.1.5 Provision of a methodology statement
- 5.2 The ENGINEER will attend one (1) methodology meeting.
- 5.3 The ENGINEER will prepare a Draft Technical Memorandum.
- 5.4 The ENGINEER will address City comments and prepare Final Technical Memorandum.
- 5.5 The ENGINEER will submit the following deliverables to the CITY:
 - 5.5.1 Traffic Impact Statement memorandum.

6.0 PRELIMINARY DESIGN PHASE

- 6.1 The ENGINEER will prepare design criteria and setup project sheet drawings at a scale of 1" = 40'/50' or other appropriate scale depicting property lines, curb lines, known utilities,



and other features. Distribution of these plans will be made to the utility owners for mark-up and/or review of their facilities. All work will be done in AutoCAD.

- 6.2 The ENGINEER will collect and review available data for the project. This will include atlas information, field investigation, photographs and other pertinent data.
- 6.3 The ENGINEER will provide utility coordination for the proposed improvements including submittal of plans to each private and public utility owner. A copy of the distribution list will be submitted to the CITY.
- 6.4 The information and comments received from the utility companies will be shown on the plans. Comments and suggestions regarding the design and the impact of existing utilities, buildings and other physical features will be incorporated as far as practical into the plans to recommend the best service road realignment route.
- 6.5 Prepare preliminary plans. The plans submittal will include the following estimated elements or sheets:
 - 6.5.1 Cover Sheet.
 - 6.5.2 Legend and Abbreviations.
 - 6.5.3 Typical Sections.
 - 6.5.4 Soil Auger Logs.
 - 6.5.5 General Notes.
 - 6.5.6 Existing Conditions Plan.
 - 6.5.7 Demolition Plan.
 - 6.5.8 Site Plans.
 - 6.5.9 Grading Plans.
 - 6.5.10 Pond Plans.
 - 6.5.11 Utility Plans.
 - 6.5.12 Stormwater management design and details.
 - 6.5.13 Landscape Plan (to meet minimum code requirements only).
 - 6.5.14 Construction Details.
- 6.6 The ENGINEER will take-off preliminary quantities and prepare a preliminary probable construction cost estimate.
- 6.7 The ENGINEER will attend two (2) project field meetings during design and plans preparation.
- 6.8 The ENGINEER will attend one (1) project status meeting with the CITY.
- 6.9 The ENGINEER will submit the following deliverables to the CITY:
 - 6.9.1 Four (4) sets of 11x17-inch prints.
 - 6.9.2 An opinion of probable construction costs.
- 6.10 The ENGINEER will complete quality control checks for work efforts and deliverables.

7.0 FINAL DESIGN PHASE

- 7.1 Final design will commence upon completion of CITY-approved preliminary design and will consist of the final development and detailed design of the project, final preparation of design plans, quantity estimates, cost estimates and technical specifications. The ENGINEER will incorporate CITY related comments to the previous phase submittal.
- 7.2 The Final Design Plans will reflect further development of the preliminary design elements and features. It is estimated that the plans set will include, but not be limited to, the following elements or sheets:
 - 7.2.1 Cover Sheet.



- 7.2.2 Legend and Abbreviations.
- 7.2.3 Typical Sections.
- 7.2.4 Soil Auger Logs.
- 7.2.5 General Notes.
- 7.2.6 Existing Conditions Plan.
- 7.2.7 Demolition Plan.
- 7.2.8 Site Plans.
- 7.2.9 Grading Plans.
- 7.2.10 Pond Plans.
- 7.2.11 Utility Plans
- 7.2.12 Stormwater management design and details.
- 7.2.13 Landscape Plan (to meet minimum code requirements only).
- 7.2.14 Construction Details.
- 7.3 The Final design tasks will include, but not be limited to, the following:
 - 7.3.1 Site grading.
 - 7.3.2 Parking lot layout.
 - 7.3.3 Utility coordination.
 - 7.3.4 Utility design.
 - 7.3.5 Stormwater design.
 - 7.3.6 Pond design.
 - 7.3.7 Traffic control notes and details.
 - 7.3.8 Construction and general notes.
 - 7.3.9 Probable cost estimates.
 - 7.3.10 Technical specifications.
- 7.4 The ENGINEER will provide utility coordination for the proposed improvements including submittal of final plans to each private and public utility owner.
- 7.5 The ENGINEER will provide utility design for the project including water and sanitary sewer.
- 7.6 The ENGINEER will prepare the project specifications, special conditions and bid tabulation form necessary for the proper construction of the project. The preparation of construction specifications does not include their reproduction for bidding and construction purposes.
- 7.7 The ENGINEER will take-off final quantities and prepare a preliminary probable construction cost estimate.
- 7.8 The ENGINEER will attend two (2) project field meetings to review and discuss issues related to the final design.
- 7.9 The ENGINEER will attend one (1) project status meeting with the CITY.
- 7.10 The ENGINEER will submit the following deliverables to the CITY:
 - 7.10.1 Four (4) sets of 11x17-inch prints.
 - 7.10.2 Three (3) sets of final technical specifications.
 - 7.10.3 Engineer's estimate of probable construction costs.
 - 7.10.4 Work prepared and/or submitted will be reviewed and checked by a civil engineer registered in Florida as the Engineer of Record. The Engineer of Record will sign, seal and date the design calculations, technical specifications and contract drawings as required by Florida law.
- 7.11 The ENGINEER will complete quality control checks for work efforts and deliverables.



8.0 PERMIT PHASE

- 8.1 The ENGINEER will attend up to two (2) meetings with the permitting agency to discuss the permitting requirements for the project. The ENGINEER will notify the CITY prior to meeting with permitting agencies to allow the CITY to schedule a representative to attend the meeting.
- 8.2 The ENGINEER will prepare drainage related permit applications as described herein, data and drawings (except and excluding ambient air quality reports, environmental assessment, finding of no significant impact documents, negative declarations, environmental impact statements and similar documents) required for submittal by the CITY to county, regional, state and federal agencies. The ENGINEER will prepare and submit permit application forms and exhibits in accordance with and containing specific technical information required by governing agencies. The CITY understands the ENGINEER has no control over the final issuance of permits/approvals and ENGINEER'S services include only the initial application and two requests for additional response, if required. All fees related to permit review and approvals will be paid for by the CITY. Specific permit applications anticipated for this project include the following:
 - 8.2.1 FDEP permit.
 - 8.2.2 SWFWMD ERP and calculations.
 - 8.2.3 Pinellas County R/W utilization permit.
- 8.3 The ENGINEER will prepare and submit permit related comment responses to the permitting agencies.
- 8.4 The ENGINEER will submit the following deliverables to the CITY:
 - 8.4.1 Pre-Application meeting minutes.
 - 8.4.2 Permit applications and documentation.
 - 8.4.3 RFI responses and documentation.
- 8.5 The ENGINEER will complete quality control checks for work efforts and deliverables.

9.0 CONSTRUCTION SERVICES PHASE

- 9.1 The ENGINEER will attend the Pre-Construction Conference and address any questions. Construction schedule and phasing as well as private utility coordination will be discussed at the meeting.
- 9.2 The ENGINEER will review and process the Contractor submitted shop drawings for the project. The ENGINEER will review the Contractor submitted shop drawings up to two (2) times each.
- 9.3 During construction the ENGINEER will review and respond up to five (5) of CITY generated RFIs. Each response will be in writing and will be submitted to the CITY for transmittal to the Contractor.
- 9.4 The ENGINEER will attend up to five (5) Construction Progress Meetings or site visits with the CITY and/or Contractor. CONSULTANT will provide technical input as required during each Progress Meeting.
- 9.5 The ENGINEER will conduct one (1) walk through meeting of the project with the CITY and Contractor at or near substantial completion. The ENGINEER will coordinate with the CITY to develop a punch list of items that need to be completed or corrected prior to final payment for the project.



- 9.6 The ENGINEER will conduct one (1) final completion meeting with the CITY and the Contractor.
- 9.7 The ENGINEER will prepare required project certifications and project close out.

10.0 ASSUMPTIONS

- 10.1 Includes rough grading for the football field, track, and practice fields. Detailed field grading, drainage, and field turf design will be included in Phase 2 at a later date.
- 10.2 Roadway improvements outside the City property are not included.
- 10.3 Record drawings to be prepared by the Contractor.
- 10.4 CITY will conduct required public noticing and public meetings.
- 10.5 CITY will provide full-time construction services.

11.0 ENGINEER'S COMPENSATION

For the above-described Scope of Services, the City will compensate the Engineer on a lump sum basis as detailed below and per Exhibit B:

TASK NO.	TASK DESCRIPTION	DESIGN FEE ESTIMATE
2.0	Project Management	\$13,480
3.0	Topographic Survey	\$11,120
4.0	Geotechnical Services	\$15,860
5.0	Traffic Impact Statement	\$9,550
6.0	Preliminary Design Phase	\$74,380
7.0	Final Design Phase	\$117,310
8.0	Permit Phase	\$27,250
9.0	Construction Services Phase	\$26,630
	Expenses	\$2,956
	TOTAL	\$298,536.00

12.0 ESTIMATED PROJECT SCHEDULE

For the above-described Scope of Services, the project schedule will be as follows:

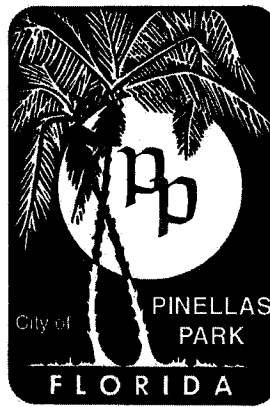
Upon receiving written notice to proceed, the Engineer will complete the project design within nine (9) months.

Pursuant to 558.0035 F.S., an agent or individual employee may not be individually held liable for negligence.

END OF SCOPE

City of
PINELLAS PARK

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



FLORIDA

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Please Respond To:

James W. Denhardt, City Attorney
Lauren Christ Rubenstein, Assistant City Attorney
Denhardt and Rubenstein, Attorneys at Law
2700 First Avenue North
St. Petersburg, Florida 33713
(727) 327-3400 - Telephone
(727) 323-0888 - Facsimile

December 2, 2020

Mr. Aaron Petersen
Construction Services Director
City of Pinellas Park
P. O. Box 1100
Pinellas Park, Florida 33780-1100

RE: City Document #20-338
Task Order #015/2020

Dear Mr. Petersen:

We have received and reviewed the above-mentioned Task Order for Engineering Services by Pennoni Associates Inc. We would approve of Task Order No. 015/2020 as to form and correctness.

Very truly yours,

James W. Denhardt
City Attorney

cc: Doug Lewis, City Manager
Diane M. Corna, MMC, City Clerk
Patrick Murphy, Deputy City Manager
Bart Diebold, Public Works Administrator

JWD/cb

