

CONTRACT NO. 2023000154
AGREEMENT BETWEEN CHARLOTTE COUNTY
and
KCI TECHNOLOGIES, INC.
for
ENGINEERING SERVICES
REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113

THIS AGREEMENT (hereinafter the "Agreement"), is made and entered into by and between CHARLOTTE COUNTY, a political subdivision of the State of Florida, 18500 Murdock Circle, Port Charlotte, Florida 33948-1094 (hereinafter the "County") and KCI TECHNOLOGIES, INC., 4041 Crescent Park Drive, Tampa, Florida 33578 (hereinafter the "Consultant").

WITNESSETH

WHEREAS, the County has determined that it is necessary to retain a Consultant to provide professional engineering services to determine the most cost-effective solution to restore/rehabilitate/replace the 3-span prestressed concrete slab bridge that was severely damaged by the Hurricane Ian event (hereinafter the "Project"); and

WHEREAS, the Consultant has reviewed RFP No. 2023000154 required pursuant to this Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the County, through a selection process conducted in accordance with the requirements of law and County policy, has determined that it would be in the best interest of the County to award a contract to Consultant for the rendering of those services described in the RFP 2023000154 and the Scope of Services, incorporated herein.

NOW, THEREFORE, the County and the Consultant, in consideration of the mutual covenants contained herein, do agree to implement the design of the Project, as follows:

ARTICLE 1.
INCORPORATION OF DOCUMENTS

1.1. RFP No. 2023000154, issued by the County on January 24, 2023, and consisting of pages 1 through and including 23, with the attached Bridge Damage Report; and the Proposal submitted by Consultant dated February 7, 2023, all filed with the Clerk of the Circuit Court of Charlotte County, Minutes Division, as RFP No. 2023000154, are hereby specifically incorporated into and made a part of this Agreement as if same had been set forth at length herein. The Scope of Services is attached hereto as **Exhibit A**. The Compensation Fee Summary is attached hereto as **Exhibit B**. The Schedule Summary is attached hereto as **Exhibit C**. The Federal Provisions are attached hereto as **Exhibit D**. **Exhibits A through D** are specifically incorporated into and made a part of this Agreement.

1.2. In the event of any conflict between the documents constituting this Agreement, the documents shall be given precedence in the following order:

- 1) This Agreement including the Exhibits attached hereto;
- 2) RFP No. 2023000154; and
- 3) The Proposal submitted by Consultant dated February 7, 2023.

ARTICLE 2.

CONSULTANT'S SCOPE OF SERVICES

2.1. Consultant agrees to perform all the services and provide all the materials for the Project as described in **Exhibit A**, Scope of Services, attached hereto.

2.2. Consultant agrees to provide its services and all materials for the Project described in **Exhibit A**, Scope of Services, for the fees contained in **Exhibit B**, Compensation Fee Summary. The Consultant shall make no claims for additional compensation or damages owing to suspensions, delays, or hindrances which arise during the performance of this Agreement. Such suspensions, delays or hindrances may only be compensated for by an extension of time as the County may decide. However, such extension shall not operate as a waiver of any other rights of the County.

2.3. In the event that County desires Consultant to perform any additional services related to the Project not specifically contained in **Exhibit A**, Scope of Services, the parties shall enter into an amendment to this Agreement to provide for the provision of such additional services by Consultant as may be determined by the BOCC and payment therefore by County.

2.4. Consultant agrees to provide its services and materials as contained in the Scope of Services within the timeframes provided in **Exhibit C**, Schedule Summary.

ARTICLE 3.

COMPENSATION AND PAYMENT FOR CONSULTANT'S SERVICES

3.1. County shall pay Consultant for those tasks and services provided in **Exhibit A** actually performed by Consultant and in accordance with **Exhibit B**. The total payment to Consultant shall not exceed Two Hundred Ninety-Three Thousand Seven Hundred and Ninety Dollars and no cents (\$293,790.00) for Consultant's services under this Agreement, performed in accordance with the Scope of Services and this Agreement.

3.2. Payment for services rendered by Consultant shall be made on a monthly basis in proportion to the percentage completed of those tasks listed in the Scope of Services. Percentage of services completed shall be subject to review and approval by the County Director of Public Works, or his/her designee.

3.3. Consultant shall submit all billings for payment of services rendered on a monthly basis to the County Purchasing Division for processing. Billings shall be detailed as to the nature of the tasks and services performed and shall refer to the specific tasks listed in the Scope of Services that were actually performed by Consultant. Billings shall include a summary of any amounts previously billed and any credits for amounts previously paid.

3.4. Consultant acknowledges that each billing must be reviewed and approved by the County Director of Public Works, or his/her designee. Should the Director of Public Works, or his/her designee, determine that the billing is not commensurate with services performed, work accomplished or hours expended, Consultant shall adjust billing accordingly. However, Consultant shall be entitled to payment of any portion of a billing not in dispute.

3.5. County shall pay Consultant's monthly billings in accordance with Sections 218.70 through 218.80 Florida Statutes, the Local Government Prompt Payment Act.

ARTICLE 4.

CONSULTANT'S RESPONSIBILITIES

4.1. Consultant shall perform or furnish consulting and related services to a level of technical skill, ability, and diligence customarily provided by an experienced professional in his or her field of expertise when rendering the same services, and in accordance with sound principles and practices generally acknowledged by professionals in his or her field of expertise, as represented to the County, both orally and in writing, to be possessed by Consultant, all in accordance with the standards contained elsewhere in this Agreement and in accordance with generally accepted standards of professional consulting practice and with the laws, statutes, ordinances, codes, rules and regulations governing Consultant's profession as are consistent with this standard of care. The same standards of care shall be required of any subconsultant or subcontractor engaged by Consultant.

4.2. Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials to the extent arising from the negligent act, error or omission of Consultant or any subconsultant or subcontractor engaged by Consultant for one year after the completion of Consultant's services under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any of County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement.

ARTICLE 5.

OWNERSHIP AND USE OF DOCUMENTS

5.1. All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement are and shall become the property of and shall be delivered to County without cost, restriction or limitation as to use regardless of the format of the document (paper or electronic). However, any use subsequent to or other than for the specific project for which such items were created, shall be at sole risk of County.

5.2. Consultant agrees that any software, computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing County software and systems.

ARTICLE 6.

COUNTY'S RESPONSIBILITIES

6.1. County shall perform the responsibilities contained in this Article 6 in a timely manner so as not to delay the services of Consultant.

6.2. County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgment before relying on such materials.

6.3. County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County expense. County shall also use reasonable efforts to obtain permission for reasonable access and entry to any private property required by Consultant to perform the services described in this Agreement.

ARTICLE 7.

TERM / TERMINATION

7.1. The term of this Agreement shall begin on the date it is signed by both parties and shall be completed in accordance with **Exhibit C**, Schedule Summary. Consultant's services shall be deemed complete when Consultant provides all products or services contained in the Scope of Services and required under this Agreement, and County accepts such services and products as satisfactory, unless otherwise terminated in accordance herewith.

7.2. The Consultant shall be responsible for notifying the County promptly whenever a delay is anticipated or experienced, including a delay in approval by any governmental agency having jurisdiction over the Project. The County shall allow the Consultant to extend the Project Schedule for valid, documented delays. The County shall be the sole determiner of the validity of the delays.

7.3. The County shall have the right at any time upon thirty (30) calendar days written notice to the Consultant to terminate the services of the Consultant and, in that event, the Consultant shall cease work and shall deliver to the County all documents, (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with its services. The County shall, upon receipt of the aforesaid documents, pay to the Consultant, and the Consultant shall accept as full payment for its services, fees for all tasks completed in accordance with Scopes of Services.

7.4. In the event that the Consultant has abandoned performance under this Agreement, then the County may terminate this Agreement upon three (3) calendar days written notice to the Consultant indicating its intention to terminate. The written notice

shall state the evidence indicating the Consultant's abandonment. Payment for services performed prior to the Consultant's abandonment shall be as stated Section 7.3, above.

ARTICLE 8.
NO CONTINGENT FEES

8.1. Consultant certifies that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 9.
NOTICES

9.1. Any notice required or permitted to be sent hereunder shall be sent certified mail, return receipt requested, to the parties at the addresses listed below:

Consultant: KCI Technologies, Inc.

County: Purchasing Division

Name: Erick Fry

Name: Kimberly A. Corbett
Senior Division Manager

Address: 4041 Crescent Park Drive
Tampa, Florida 33578

Address: Charlotte County Purchasing
18500 Murdock Circle, Suite 344
Port Charlotte, Florida 33948

9.2. Contractor shall immediately notify County of any changes in address.

ARTICLE 10.
TRUTH-IN-NEGOTIATION CERTIFICATE

10.1. In accordance with Section 287.055 Florida Statutes and Charlotte County Resolution 2003-059, signature of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

ARTICLE 11.
ASSIGNMENT

11.1. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without the prior

written consent of County. Further, no portion of this Agreement may be performed by subcontractors or subconsultants without written notice to and approval of such action by County.

ARTICLE 12.

EXTENT OF AGREEMENT / SEVERABILITY / MODIFICATION

12.1. This Agreement represents the entire and integrated agreement between the County and Consultant and supersedes all prior negotiations, representations or agreement, either written or oral.

12.2. In the event any provision of this Agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

12.3. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by both parties.

12.4. This is a nonexclusive contract. The County has the right to enter into contracts with other consultants for the providing of any services.

ARTICLE 13.

GOVERNING LAW / VENUE

13.1. This Agreement shall be governed and construed in accordance with Florida law. In the event any litigation arises between the parties in connection with this Agreement, venue for such litigation shall lie exclusively in or for Charlotte County, Florida.

ARTICLE 14.

INDEPENDENT CONTRACTOR STATUS

14.1. Consultant is an independent contractor and is not an employee, servant, agent, partner or joint venturer of the County. Neither the County nor any of its employees shall have any control over the conduct of Consultant or any of Consultant's employees, except as herein set forth, and Consultant expressly warrants not to represent at any time or in any manner that Consultant or any of Consultant's agents, servants or employees are in any manner agents, servants or employees of the County. It is understood and agreed that Consultant is, and shall at all times remain as to the County, a wholly independent contractor and that Consultant's obligations to the County are solely as prescribed by this Agreement.

ARTICLE 15.

AUDIT AND RECORDS REQUIREMENTS

15.1. Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at Consultant's local offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized

representatives. Such records shall be retained for a minimum of five (5) years after completion of the services. Prior to destruction of any records, the Consultant shall notify the County and deliver to the County any records the County requests. Consultant shall require all subcontractors to comply with the provisions of this paragraph by insertion of the requirements hereof in a written contract agreement between Consultant and the subcontractor.

15.2 If the records are unavailable locally, it shall be the Consultant's responsibility to ensure that all required records are provided at the Consultant's expense including payment of travel and maintenance costs incurred by the County's authorized representatives or designees in accessing records maintained out of the County. The direct costs of copying records, excluding any overhead cost, shall be at the County's expense.

15.3 Pursuant to Section 119.0701 of the Florida Statutes, contractors acting on behalf of the County must comply with the public records laws, specifically: a) keep and maintain public records required by the County to perform the contracted services; b) upon request from the County's custodian of public records, provide the County 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 in Chapter 119 of the Florida Statutes or as otherwise provided by law; c) ensure that public records that are exempt or confidential from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract; and d) upon completion of the contract, keep and maintain all public records required by the County to perform the service, and meet all applicable requirements for retaining public records.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO RETAIN AND PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT (941) 743-1441, E-MAIL TO RECORDS@CHARLOTTECOUNTYFL.GOV, 18500 MURDOCK CIRCLE, BLDG. B, SUITE 109, PORT CHARLOTTE, FLORIDA 33948.

ARTICLE 16. INDEMNIFICATION

16.1. Consultant shall indemnify and hold harmless the County, its Commissioners, officers, employees, agents and volunteers from and against liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this Agreement.

16.2. PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR ECONOMIC DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT IF THE CONDITIONS OF SECTION 558.0035 ARE SATISFIED.

ARTICLE 17.
SCRUTINIZED VENDORS

17.1. Pursuant to Section 287.135(3)(b) of the Florida Statutes, Charlotte County may, at its sole option, terminate this Agreement if the Consultant is found to have been placed on the *Scrutinized Companies that Boycott Israel List*, or is engaged in a boycott of Israel.

ARTICLE 18
EMPLOYEE RESTRICTIONS

18.1. Charlotte County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a [Section 274A of the Immigration and Nationality Act ("INA")]. The County shall consider employment by any contractor of unauthorized aliens a violation of Section 274A of the INA. Such violation by the contractor of the employment provisions contained in Section 274A of the INA shall be grounds for termination of this Agreement by the County.

18.2. Pursuant to Section 448.095 of the Florida Statutes, all persons or firms entering into contracts with Charlotte County are required to register with, and use, the E-Verify system of the U.S. Department of Homeland Security to electronically verify the employment eligibility of all newly hired employees. The County may terminate this Agreement for failure on the part of the Contractor to use E-Verify. Contract termination for failure to use E-Verify is not considered a breach of contract pursuant to s. 349.095(2)(c)3, *Fla. Stat.*

ARTICLE 19
FEDERALLY FUNDED CONTRACT REQUIREMENTS

19.1. This Project is or may be funded, in whole or in part, with federal funds from, but not limited to, the Federal Emergency Management Agency (FEMA) and the Florida Department of Emergency Management (FDEM). As such, Consultant agrees to comply with all applicable provisions of **Exhibit D** - Federal Provisions, that may be applicable to the services performed under this Project.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement as of the date and year last written below.

WITNESS:

KCI TECHNOLOGIES, INC.

Signed by: *Susan McKusick*

Signed by: *James D. F. Morris*

Print Name: *Susan McKusick*

Title: *Vice President*

Date: *6/16/23*

Date: *6-16-2023*

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

ATTEST:

Roger D. Eaton, Clerk of the Circuit
Court and Ex-Officio Clerk to the
Board of County Commissioners

By: *Dawn Johnston*
Deputy Clerk

By: *William G. Truex*
William G. Truex, Chairman

Date: *June 12, 2023*

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Janette S. Knowlton*
Janette S. Knowlton, County Attorney
LR 23-0518 *Jan*

Exhibit List:

- Exhibit A – Scope of Services
- Exhibit B – Compensation Fee Summary
- Exhibit C – Schedule Summary
- Exhibit D – Federal Provisions



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT A

**SCOPE OF SERVICES
KCI TECHNOLOGIES INC.
FOR
CHARLOTTE COUNTY PUBLIC WORKS
RFP NO. 2023000154
REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113**

SECTION I PROJECT DESCRIPTION AND LIMITS

This project will provide for the design and permitting for the repair or replacement of FDOT Bridge No. 014113 which carries Rotonda Boulevard South over the Rotonda River. The initial primary goal of the engineering services is to determine the most cost-effective solution to restore/rehabilitate/replace the 3-span prestressed concrete channel beam bridge that was severely damaged by the Hurricane Ian event. The project limits will include the bridge structure and may extend to the closest intersections with Rotonda Circle and Boundary Boulevard in the Rotonda West MSBU.

The County will decide whether to repair or replace the bridge based on the findings of a feasibility study that will be prepared as part of the design services. This proposal assumes that the bridge will be replaced. If the County decides to repair instead of replacement, a revised scope of services and fee will be negotiated.

In addition to replacing the bridge and appurtenances, the other project improvements are generally described as follows:

1. Roadway improvements including partial roadway reconstruction, minor roadway widening, partial replacement of the curbs and replacement of the guard rail.
2. Replacement of the water main supported on the bridge.

SECTION II APPLICABLE STANDARDS

All plans and designs are to be prepared with English values. The latest editions, unless noted otherwise at the time this agreement is executed, of the following manuals and guidelines shall be used as resources and reference materials in the performance of the CONSULTANT's work:

1. FDOT Manual of Uniform Minimum Standards for Design, Construction, Maintenance of Streets and Highways (Florida Greenbook) 2018 Edition.

Employee-Owned Since 1988

2. Southwest Florida Water Management District (SWFWMD), Environmental Resource Permitting Information Manual.
3. AASHTO LRFD Bridge Design Specifications 9th Edition (2020)
4. AASHTO Roadside Design Guide.
5. FDOT Design Manual (FDM). 2023 Edition.
6. FDOT Standard Plans FY 2022-23 Edition.
7. FDOT Standard Specifications for Road and Bridge Construction. July 2022 Edition.
8. FDOT Basis of Estimates Manual, 2023 Edition.
9. FDOT Structures Manual, January 2023 Edition.
10. FDOT Soils and Foundations Handbook, 2022 Edition.
11. FDOT Drainage Manual, January 2023 Edition
12. MUTCD and FDOT Manual on Uniform Traffic Studies (MUTS).
13. Charlotte County Standards (lighting, signage, MOT, etc.). Note: Where standards are in conflict, COUNTY Standards shall govern.
14. Charlotte County Utilities (CCU) 2023 Design Compliance Standards dated March 1, 2023

SECTION III CONSULTANT TASKS AND DELIVERABLES SUMMARY

It is assumed all plans, including the various sub-disciplines, will be included in one plan set except for the CCU Utility Improvement Plans and Bridge/Structure Plans. CCU Utility Plans and Bridge/Structure Plans shall be a separate component plan set. For bidding purposes, quantities shall be sub-divided by discipline. For 30%, 60%, 90% and 100% plan submittal dates, the deliverables should include:

- One .pdf file of the plans
- Other documents as specified in the deliverables for each task

At the Final Bidding stage, submit one electronically signed and sealed .pdf file, and the electronic drawing file in the format in which the files were produced. In addition, drawings shall be provided in an ESRI compatible format. The files in their native format shall be submitted to the COUNTY and shall include a complete deployment package containing support files including, but not limited to:

- Drawing files
- External reference files
- Font files
- Any other support files required to complete the drawing

Specific tasks and associated deliverables for each task are detailed below:

TASK 1 **ADMINISTRATION AND MEETINGS**

1.1 Project Administration: CONSULTANT shall provide management services necessary to effectively administer the project including coordination of disciplines and Sub-Consultants, contract and billing maintenance, schedule generation and maintenance, and maintaining regular communication with the COUNTY. Attendance of monthly project coordination meetings, including preparation of meeting agendas, coordination with attendees, and preparation of meeting summaries. It is anticipated that the design phase duration will be approximately 12 months. Ten (10) MS Teams meetings and two (2) in person meetings are anticipated for this task.

1.2 Independent Peer Review: Services provided by CONSULTANT under this Agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. This task includes an independent peer review of the plans and specifications by a bridge engineer not directly involved in the day-to-day design of the bridge.

1.3 Public Information Meetings: Stakeholders shall include applicable Charlotte County Departments and other affected entities as necessary to solicit their involvement in the project. One (1) meeting is anticipated for this task. The production of extensive graphics and boards is not included in this task.

Task 1 Deliverables: Meeting Minutes.

TASK 2 **ENGINEERING AND LAND SURVEY**

The CONSULTANT shall perform survey tasks in accordance with applicable statutes and accepted survey practices. Surveying services shall be performed under the supervision of a Florida Licensed Surveyor and Mapper.

2.1 Horizontal and Vertical Project Control

The CONSULTANT shall:

- a) Provide horizontal data in feet and shall be projected on the Florida State Plane Coordinate System, West Zone, NAD83(2011).
- b) Provide vertical data in feet and shall be referenced to the North American Vertical Datum of 1988 (NAVD88).
- c) Establish and/or recover horizontal and vertical control for the project and add additional control points where necessary to provide a sufficiently densified project control network. This task includes the processing and analysis of field collected data and the preparation of forms.
- d) Locate existing section corners and section lines where necessary. Show corners found and section lines. Reference the section corners preferably outside the area of construction so they can be reset once construction is complete.

- e) Prepare an electronic CAD base map of the underlying subdivisions, property lines, deeds, easements, alignments, and control network.
- f) If any of the Counties' NAVD 88 Benchmarks lie within the construction area or are destroyed, they will be reestablished per National Geodetic Survey (NGS) standards for Vertical Control for 2nd Order, Class B standards. This will require the employment of a Florida Surveyor and Mapper with experience doing this standard of precision work as evidenced by both previous work and the required equipment to accomplish this work to NGS standards.

2.2 Design Topo, Locations and Digital Terrain Model (DTM)

The CONSULTANT shall provide surveying services of the bridge 014113 and Rotonda Boulevard South, from Boundary Boulevard to Rotonda Court, extending through the roadway right of way, and shall include:

- a) Collect the horizontal data of visible above-ground improvements and visible above-ground utilities.
- b) Collect topographic cross-sectional data on approximately 50-foot stations within the right-of-way and up to 25 feet beyond said right-of-way where needed for design.
- c) Collect topographic data for possible drainage pond locations as directed by design engineer.
- d) Prepare a digital terrain model (DTM) of the collected topographic data to include break lines and high/low points.
- e) Obtain elevations and dimensions of existing drainage structures and drainage pipes
- f) Obtain bathymetric surveys of the existing canal in the vicinity of the bridge between the bridge and the weir upstream and at least 50 feet downstream

Task 2 Deliverables: Jurisdictional Specific Purpose Survey, Base Drawing - Surveys and Utilities.

TASK 3 GEOTECHNICAL SERVICES

CONSULTANT shall furnish soils investigation and analysis necessary for the design and preparation of construction plans for this project. Aerial photographs, U.S.G.S. maps and soil survey maps shall be reviewed. A report shall be prepared with recommendations and pertinent soils data, including the water table, and shall be submitted to the COUNTY.

3.1 Soil Borings and Laboratory Testing:

Roadway:

- a) Pavement cores on the existing roadway. One (1) core will be taken on each side of the existing bridge approximately 50 feet from the bridge ends (2 total).

Bridge Replacement:

- a) Two (2) SPT borings shall be performed to a depth of 80' below existing grade on each side of the existing bridge. In addition to normal soil samples, undisturbed samples (Shelby tubes) shall be collected of selected strata for consolidation testing in the laboratory, as well as other laboratory testing that may be appropriate.
- b) Pile capacity analysis (both axial and lateral) for 18" and 24" square prestressed concrete piles.
- c) Provide geotechnical parameters in relation to retaining wall design associated with the bridge construction.
- d) Sediment samples will be collected near the bridge for grain size analysis related to scour analysis for the bridges.
- e) A water sample shall be collected at each bridge location for environmental classification. In addition, soil samples from the bridge borings shall be composited for environmental classification testing.
- f) Prepare a report summarizing the findings and provide recommendations for roadway and structure design along with environmental classifications. CONSULTANT shall also provide soil survey sheet for the roadway plans and core boring sheets for inclusion in the structure plans.

General:

- a) Laboratory testing, sufficient to enable a Geotechnical Engineer registered in the State of Florida, to analyze subsurface soil conditions and make design recommendations, shall be performed. Such tests may include, but shall not be limited to, grain size analysis, Atterberg limits, organic content, environmental classification tests, etc.

Task 3 Deliverables: Geotechnical Report and Core Boring Plan Sheets.

TASK 4 BRIDGE HYDRAULICS REPORT (OPTIONAL SCOPE ITEM)

This task is an optional scope item and will be initiated if the County decides it is necessary. CONSULTANT shall prepare a Bridge Hydraulics Report (BHR). The analysis shall include quantifying the design high water elevation and estimating stream velocities and scour depths to support the new bridge design. The study will be limited to floods due to storm runoff and will not include the storm effects from assumed storm surge events.

TASK 5 BRIDGE REPAIR/REPLACEMENT FEASIBILITY STUDY REPORT

CONSULTANT shall perform a study that evaluates the bridge repair and bridge replacement alternatives.

5.1 Bridge Inspection: CONSULTANT shall perform an in-depth inspection of the existing bridge. Document the findings using field notes, sketches, and photographs.

5.2 Evaluate Bridge Repair Requirements: CONSULTANT shall perform a study that evaluates and determines the required repairs to restore the bridge to a pre-hurricane condition. Prepare conceptual repair drawings. Develop the material quantities and prepare an opinion of probable cost (OPC).

5.3 Evaluate Bridge Replacement Alternatives: CONSULTANT shall evaluate the following feasible alternatives for a new bridge:

- 90 foot long, 3 -30-foot spans, cast-in-place concrete flat slab supported on pile supported bents.
- 90 foot long, 2- 45-foot spans, prestressed concrete FDOT prestressed slabs with a concrete deck supported on pile supported bents.
- 90 foot long, 2-45-foot spans, fiber reinforced polymer beams (Advanced Infrastructure Technologies GBeam™ product) with a concrete deck supported on pile supported bents.

Perform preliminary design calculations to allow for the development of material quantities for each alternative. Prepare an opinion of probable cost (OPC) for each alternative. Develop preliminary bridge plans that includes a bridge general plan, elevation, typical section and bent elevations for the least cost feasible replacement alternative.

5.4 Bridge Repair/Replacement Feasibility Study Report: CONSULTANT shall prepare a report that summarizes the repair and replacement alternatives including providing advantages and disadvantages of each approach. Attach copies of the preliminary bridge plans and OPC for the bridge repair and bridge replacement alternatives. Submit the report to the County for review and incorporate any comments provided by the County.

Task 5 Deliverable: Bridge Repair/Replacement Feasibility Study Report

TASK 6 UTILITY DESIGN

6.1 Utility Design - Design of the relocated water line that is currently attached to the existing bridge will be completed by the Prime Consultant's Subconsultant Weiler Engineering. The new water line will be attached to the existing bridge after the improvements have been constructed. Attachment of the new utility will be coordinated with the structural design of the existing bridge improvements. It is anticipated that the existing water line can be shut down during construction. Documentation confirming this will be provided by CCU. The necessary permitting for the new water line will be completed by the consultant. The necessary structural design for attachments of the utility on the bridge, and supporting brackets, will be completed by the Prime Consultant.

6.2 Structural Bracket Design – CONSULTANT shall design the structural brackets that will be attached to the bridge to support the water line.

TASK 7 PRELIMINARY PLANS (30%) PACKAGE

7.1 Roadway: The roadway plans shall, at a minimum, consist of the key sheet, typical section sheet, plan and profile sheets, and cross sections. CONSULTANT shall accomplish the following activities:

- Existing right-of-way and other real property are identified.
- Existing utility information is shown on the existing conditions map.
- The horizontal and vertical alignments.
- Temporary Traffic Control Plan

CONSULTANT shall submit the preliminary plans to the utility companies for verification of the existing utilities shown on the plans and provide updated information regarding the project design schedule and other requirements.

7.2 30% Structure Plans:

- a) Perform coordination related to the final bridge design geometry including vertical and horizontal alignments, hydraulic opening, permitting, scour mitigation, and utilities.
- b) Perform preliminary bridge design calculations for the bridge elements.
- c) Prepare a set of preliminary design plans (30% complete) on 11" x 17" sheets for the preferred alternative. These plans shall include a general plan, elevation, bridge typical section, end bent section, and foundation layout plan. Submit electronic copies of the preliminary design plans to the entire project team for review and comment. Incorporate the comments and submit a final set of preliminary plans for use in permitting coordination.

Task 7 Deliverable: Preliminary (30%) Roadway and Bridge Plans

TASK 8 60% SUBMITTAL

8.1 Roadway: Upon approval of the 30% plans by the COUNTY, CONSULTANT shall perform necessary design activities in support of the 60% plans and regulatory permit applications including traffic control plans drainage collection and conveyance facilities, roadway construction details, and signing and pavement markings. CONSULTANT shall prepare 60% roadway plans.

8.2 Structures:

- a) Prepare separate bridge plans for the bridge incorporating the design recommendations contained in the Bridge Repair/Replacement Feasibility Study Report. Design the structures complying with AASHTO-LRFD Bridge Design Specifications and prepare a load rating for the completed structure. All design services shall follow FDOT PPM and relevant AASHTO requirements.
- b) The 60% plans shall include bridge superstructure plans and elevations, bridge hydraulics recommendation sheet, foundation layout, foundation installation notes and

tables, pier and end bent layout and details, boring logs, and typical bridge section. 60% bridge plans shall be included in a separate submittal prior to the 90% design phase. Submit electronic copies of the final design deliverables for review and comment. Incorporate the comments into the drawings and specifications.

Task 8 Deliverables: 60% Roadway Plans and 60% Structures Plans

TASK 9 PERMITS

CONSULTANT shall prepare permit applications, data and drawings required for submittal by the COUNTY to all local, state and federal agencies having permit jurisdiction as necessary for the proposed roadway improvements. CONSULTANT shall address any RAI's that may be generated in the permitting review process. Anticipated permits for this project and task are listed herein.

COUNTY understands that permitting is a regulatory function and as such the CONSULTANT can make no guarantees on the ultimate acceptability of the proposed improvements or for the timeliness of permit reviews. COUNTY shall review the permit applications and be responsible for payment of applicable permit application fees and any associated mitigation costs.

Southwest Florida Water Management District (SWFWMD) Environmental Resource and United States Army Corps of Engineers Nationwide Permit: CONSULTANT shall prepare application packages and attend pre-application meetings with the SWFWMD, and US Army Corps of Engineers (USACE).

Task 9 Deliverables: Completed application package for the SWFWMD and USACOE

TASK 10 90% SUBMITTAL

Based on COUNTY review and acceptance of the 60% plans, CONSULTANT shall provide necessary design efforts and prepare 90% plans. The 90% plans shall be generated in general accordance with the FDM. The intent of the 90% plans is to finalize all major aspects of the design subject only to minor changes by the COUNTY or other regulatory agencies. Major revisions at this point shall be considered additional work.

10.1 Roadway: CONSULTANT shall prepare 90% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall preliminary OPC.

10.2 Structures: CONSULTANT shall prepare 90% structures plans.

Task 10 Deliverables: 90% Plans, Preliminary OPC

TASK 11 100% SUBMITTAL

Based on COUNTY review and acceptance of the 90% plans, CONSULTANT shall provide necessary design efforts and prepare 100% plans. The 100% plans shall be generated in general accordance with the FDM. The intent of the 100% plans is to provide a complete and final set of plans. Revisions after this point shall be considered additional work.

11.1 Roadway: CONSULTANT shall prepare 100% roadway, signing and pavement marking, and lighting plans. CONSULTANT shall prepare an overall Final OPC.

11.2 Structures: CONSULTANT shall prepare 100% structures plans.

Task 11 Deliverables: 100% Plans, Final OPC

TASK 12 FINAL BIDDING AND CONTRACT DOCUMENTS

12.1 Specifications: CONSULTANT shall provide a standard specifications package assembled in general accordance with and based upon Charlotte County standards. Technical specifications shall be provided as needed and may consist of other standard specifications utilized by the COUNTY for items such as utilities and signing and marking. Provide assistance related to the preparation of the contract documents including any technical special provisions (TSPs) required for the bridges. Utility specifications shall reference CCU Design Compliance Standards for all CCU work.

It is assumed the COUNTY shall provide standard “front end” documents including, but not limited to; general conditions, special conditions, special provisions, etc. CONSULTANT shall assist the COUNTY as necessary in modifying such documents to suit this project.

12.2 Bid Form: CONSULTANT shall prepare and provide a bid form summarizing all pay items and associated quantities.

12.3 Plans: CONSULTANT shall provide signed and sealed plans, in format and quantity as described herein, to be included in the bid set.

12.4 Permits: CONSULTANT shall provide a copy of all permits acquired for the project including all associated general and special conditions to be included in the bid set.

Task 12 Deliverables: Specifications Package in Word format, Bid Form in Excel format, signed and sealed Plans and copies of Permits.

TASK 13 ADVISORY SERVICES DURING BIDDING

13.1 Pre-Bid Meeting: CONSULTANT shall assist the COUNTY in preparing for and attend one pre-bid conference. CONSULTANT shall provide a brief summary of the project including design, construction and permitting issues, and be available to answer questions from the prospective bidders.

13.2 Coordination: CONSULTANT shall respond to various questions that arise during bidding and assist the COUNTY in preparation of any necessary addenda.

13.3 Bid Review: CONSULTANT shall review the apparent low bid for consistency and responsiveness and provide input to the COUNTY as necessary to award the contract.

Task 13 Deliverables: Addendum support documentation (if necessary).

TASK 14 ENGINEERING POST DESIGN SERVICES

14.1 Respond to RFI's: Respond to RFI's from the Contractor. CONSULTANT shall respond to RFI's within three (3) days of receipt.

14.2 Shop Drawing Review: Review and approve or take other appropriate action in respect to shop drawings and samples, and other data which the Contractor is required to submit, but only for conformance with the information given in the contract documents and compatibility with the design concept of the completed project as a functioning whole as indicated in the contract documents. CONSULTANT shall respond to Shop Drawings within ten (10) days of receipt.

14.3 Interpretations and Clarifications: CONSULTANT shall provide interpretations and clarifications on the intent of the plans and contract documents to the Contractor and COUNTY Project Manager as necessary during construction. CONSULTANT shall evaluate and determine the acceptability of substitute or "or equal" materials, equipment, layout, dimensions, and elevations proposed by Contractor in accordance with the contract documents, but subject to the provisions of applicable standards of state or local government entities. CONSULTANT shall respond to requests for interpretations and clarifications within three (3) days of receipt.

14.4 Construction Observation: CONSULTANT shall attend the pre-construction meeting and provide periodic onsite construction observation services during the construction phase necessary to allow the CONSULTANT to certify the project complete to the SWFWMD and COUNTY at the completion of the construction. In such observations, CONSULTANT shall advise the COUNTY Project Manager of any omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and advise the COUNTY Project Manager of any observed construction activities that violate the requirements of the permits.

14.5 Record Drawings: CONSULTANT shall review and comment as appropriate (one time) on the as-built drawings prepared by the Contractor's professional surveyor registered in the State of Florida. Upon receipt of the necessary information and survey data, CONSULTANT shall prepare a set of record drawings.

14.6 Certifications: Based on the results of the final observations of the site, test reports, record drawings, and other documentation pertinent to the project, CONSULTANT shall prepare and submit to the SWFWMD and COUNTY, the certificates of completion of construction. All CCU related improvements shall be certified complete to the FDEP by CCU staff.

14.7 Bridge Certification: Update the load rating to account for any field changes, prepare a FDOT load rating summary form and a letter of certification. Perform coordination related to obtaining a FDOT bridge number and initial inspection.

CEI services may be included in this contract at the COUNTY's discretion. If CEI services are required, the scope and fee for such services shall be determined at that time based on the chosen construction sequencing and scope.

Task 14 Deliverables: Reviewed Shop Drawings, Record Drawings, Certification of Construction Completion Forms, Load Rating and Bridge Certification Documents



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

Exhibit "B"

COMPENSATION FEE SUMMARY

KCI TECHNOLOGIES INC.

FOR

CHARLOTTE COUNTY PUBLIC WORKS

RFP NO. 2023000154

REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113

Task 1 - Administration and Meetings	\$13,680 (Lump Sum)
Task 2 – Engineering and Land Survey	\$15,240 (Lump Sum)
Task 3 – Geotechnical Services	\$8,985 (Lump Sum)
Task 4 – Bridge Hydraulics Report (Optional Scope Item)	\$31,875 (Lump Sum)
Task 5 – Bridge Repair/Replacement Feasibility Study Report	\$31,420 (Lump Sum)
Task 6 – Utility Design (CCU)	\$40,005 (Lump Sum)
Task 7 - Preliminary Plans (30%) Package	\$32,920 (Lump Sum)
Task 8 – 60% Submittal	\$42,000 (Lump Sum)
Task 9 – Permitting	\$9,995 (Lump Sum)
Task 10 - 90% Submittal	\$17,600 (Lump Sum)
Task 11 - 100% Submittal	\$6,160 (Lump Sum)
Task 12 - Final Bidding and Contract Documents	\$7,720 (Lump Sum)
Task 13 - Advisory Services During Bidding	\$8,440 (Lump Sum)
Task 14 - Engineering Post Design Services	\$27,750 (Lump Sum)

Total Lump Sum Fee \$293,790

The attached sheets provide a detailed breakdown of the staff hours, titles, and rates for each task fee.

Employee-Owned Since 1988



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
Summary

Schematic	Phase
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 4/26/2023
Checked by: RC
Date: 4/26/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
1 Administration/Meetings	24	36	0	0	0	0	0 \$ 13,680	\$ -	\$ -	\$ 13,680
2 Engineering/Survey	0	0	0	50	31	12	\$ 15,240	\$ -	\$ -	\$ 15,240
3 Geotechnical (Universal)	0	0	0	0	0	0	\$ -	\$ 8,985	\$ -	\$ 8,985
4 Bridge Hydraulics (Intera)	0	0	0	0	0	0	\$ -	\$ 31,875	\$ -	\$ 31,875
5 Feasibility Study	16	44	60	0	72	0	\$ 31,420	\$ -	\$ -	\$ 31,420
6 Utility Design (CCU)	4	8	0	8	16	24	\$ 8,200	\$ 31,805	\$ -	\$ 40,005
7 30% Submittal	16	32	40	0	96	40	\$ 32,920	\$ -	\$ -	\$ 32,920
8 60% Submittal	12	24	72	0	48	168	\$ 42,000	\$ -	\$ -	\$ 42,000
9 Permits (Weiler)	0	0	0	0	0	0	\$ -	\$ 9,995	\$ -	\$ 9,995
10 90% Submittal	0	20	40	0	40	24	\$ 17,600	\$ -	\$ -	\$ 17,600
11 100% Submittal	0	6	12	0	12	16	\$ 6,160	\$ -	\$ -	\$ 6,160
12 Bidding/Contract Documents	0	10	24	0	16	0	\$ 7,720	\$ -	\$ -	\$ 7,720
13 Bidding Services	2	24	20	0	0	0	\$ 8,440	\$ -	\$ -	\$ 8,440
14 Post Design Services	12	60	42	0	48	0	\$ 27,750	\$ -	\$ -	\$ 27,750
SHEET TOTALS	86.0	264.0	310.0	58.0	379.0	284.0	\$ 211,130	\$ 82,660	\$ -	\$ 293,790



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
1 Administration/Meetings

Phase
Schematic
Preliminary
Design
Construction

Prepared by: RV
Date: 4/26/2023
Checked by: RC
Date: 4/26/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
1.1 Project Administration	16	12					\$ 6,720			\$ 6,720
1.2 Quality Assurance Program		24					\$ 4,800			\$ 4,800
1.3 Public Information Meetings	8						\$ 2,160			\$ 2,160
SHEET TOTALS	24.0	36.0	0.0	0.0	0.0	0.0	\$ 13,680	\$ -	\$ -	\$ 13,680



KCI
Proposal Back-up Form

ROTONDA MSBU BRIDGE 014113

Proposal Name

2 Engineering/Survey

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: BH
Date: 4/13/2023

Checked by: RV
Date: 4/13/2023

Task Description or Drawing Title	2-man Survey Crew \$185.00	Sr. Surveyor and Mapper \$215.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
2.1 & 2.2 Survey	50	31	12 \$ 15,240			\$ 15,240
SHEET TOTALS	0.0	0.0	0.0 \$ 50.0	0.0 \$ 31.0	0.0 \$ 12.0	\$ - \$ 15,240



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
3 Geotechnical

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Universal Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
3.1 Soil Borings/Testing/Report							\$ -	\$ 8,985		\$ 8,985
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 8,985	\$ -	\$ 8,985



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
4 Bridge Hydraulics

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Intera Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
BHR							\$	-	\$ 31,875	\$ 31,875
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	\$	-	\$ 31,875	\$ 31,875



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
5 Feasibility Study

Phase
Schematic
Preliminary
Design
Construction

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
5.1 Bridge Inspection	4	12	12			16	\$ 7,340			\$ 7,340
5.2 Bridge Repair Evaluation	4	8	16			24	\$ 8,160			\$ 8,160
5.3 Bridge Replace Evaluation	4	8	16			24	\$ 8,160			\$ 8,160
5.4 Feasibility Report	4	16	16			8	\$ 7,760			\$ 7,760
SHEET TOTALS	16.0	44.0	60.0	0.0	72.0	0.0	\$ 31,420	\$ -	\$ -	\$ 31,420



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
6 Utility Design Coordination

Phase
Schematic
Preliminary
Design
Construction

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Weller Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
6.1 Utility Design Coordination							\$ -	\$ 31,805		\$ 31,805
6.2 Utility Bracket Design	4	8		8	16	24	\$ 8,200			\$ 8,200
SHEET TOTALS	4.0	8.0	0.0	8.0	16.0	24.0	\$ 8,200	\$ 31,805	-	\$ 40,005



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
7 30% Submittal

Schematic Preliminary Design Construction	Phase	RV
		4/13/2023
		RC
		4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
7.1 Roadway	8	16			16	40	\$ 11,360			\$ 11,360
7.2 Structures	8	16	40		80		\$ 21,560			\$ 21,560
SHEET TOTALS	16.0	32.0	40.0	0.0	96.0	40.0	\$ 32,920	\$ -	\$ -	\$ 32,920



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
8 60% Submittal

Phase
Schematic
Preliminary
Design
Construction

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
8.1 Roadway	4	8	24			48	\$ 11,200			\$ 11,200
8.2 Structures	8	16	48		48	120	\$ 30,800			\$ 30,800
SHEET TOTALS	12.0	24.0	72.0	0.0	48.0	168.0	\$ 42,000	\$ -	\$ -	\$ 42,000



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
9 Permits

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RC
Date: 4/13/2023
Checked by: RV
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Weller Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
9.1 Permits							\$ -	\$ 9,995		\$ 9,995
SHEET TOTALS	0.0	0.0	0.0	0.0	0.0	0.0	\$ -	\$ 9,995	-	\$ 9,995



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
10 90% Submittal

Phase			
Schematic			
Preliminary			
Design	X		
Construction			

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
10.1 Roadway		4	16			24	\$ 5,680			\$ 5,680
10.2 Structures		16	24		40		\$ 11,920			\$ 11,920
SHEET TOTALS	0.0	20.0	40.0	0.0	40.0	24.0	\$ 17,600	\$ -	\$ -	\$ 17,600



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
11 100% Submittal

Phase
Schematic
Preliminary
Design
Construction

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Weiler Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
11.1 Roadway		4	8			16	\$ 3,640			\$ 3,640
11.2 Structures		2	4			12	\$ 2,520			\$ 2,520
SHEET TOTALS	0.0	6.0	12.0	0.0	12.0	16.0	\$ 6,160	\$ -	\$ -	\$ 6,160



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
12 Bidding/Contract Documents

Phase
Schematic
Preliminary
Design
Construction
Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
12.1 Specifications		4	24				\$ 4,520			\$ 4,520
12.2 Bid Form		2			8		\$ 1,400			\$ 1,400
12.3 Plans		2			8		\$ 1,400			\$ 1,400
12.4 Permits		2					\$ 400			\$ 400
SHEET TOTALS	0.0	10.0	24.0	0.0	16.0	0.0	\$ 7,720	\$ -	\$ -	\$ 7,720



KCI
Proposal Back-up Form

ROTONDA MSBU BRIDGE 014113

Proposal Name

13 Bidding Services

Phase	
Schematic	
Preliminary	
Design	X
Construction	

Prepared by: RV
Date: 4/13/2023
Checked by: RC
Date: 4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
13.1 Pre-bid Meeting		12					\$ 2,400			\$ 2,400
13.2 Coordination		8	16				\$ 4,080			\$ 4,080
13.3 Bid Review	2	4	4				\$ 1,960			\$ 1,960
SHEET TOTALS	2.0	24.0	20.0	0.0	0.0	0.0	\$ 8,440	\$ -	\$ -	\$ 8,440



KCI
Proposal Back-up Form
ROTONDA MSBU BRIDGE 014113
Proposal Name
14 Post Design Services

Schematic	Phase
Preliminary	
Design	
Construction	X

Prepared by:	RV
Date:	4/13/2023
Checked by:	RC
Date:	4/13/2023

Task Description or Drawing Title	Practice Leader \$270.00	Sr. Proj. Mgr. \$200.00	Sr. Engineer \$155.00	Sr. Project Engineer \$140.00	Project Engineer \$125.00	EIT \$100.00	Labor Subtotal	Subconsultant Expenses	Subcontractor Reimbursable Expenses	Total Task Fee
14.1 RFI		8	2				\$ 1,910			\$ 1,910
14.2 Shop Drawing Review		2	4		24		\$ 4,020			\$ 4,020
14.3 Clarifications		2	8				\$ 1,640			\$ 1,640
14.4 Construction Observation	8	40	8				\$ 11,400			\$ 11,400
14.5 Record Drawings		2	8		24		\$ 4,640			\$ 4,640
14.6 Certifications		2	4				\$ 1,020			\$ 1,020
14.7 Bridge Certification	4	4	8				\$ 3,120			\$ 3,120
SHEET TOTALS	12.0	60.0	42.0	0.0	48.0	0.0	\$ 27,750	\$ -	\$ -	\$ 27,750



ISO 9001:2015 CERTIFIED

ENGINEERS • PLANNERS • SCIENTISTS • CONSTRUCTION MANAGERS

4041 Crescent Park Drive • Tampa, FL 33578 • Phone 813-740-2300

EXHIBIT C

**SCHEDULE SUMMARY
KCI TECHNOLOGIES INC.
FOR
CHARLOTTE COUNTY PUBLIC WORKS
RFP NO. 2023000154
REPAIR OR REPLACE ROTONDA MSBU BRIDGE 014113**

KCI Technologies Inc. anticipates the completion of the design and construction phases of this project within 92 weeks. If the services covered by this proposal have not been completed within this time, through no fault of KCI, a time extension to complete our services may be renegotiated. The following durations are proposed.

		Duration (weeks)
Tasks 1 – 6	Preliminary Engineering	18
Tasks 7	30% Roadway and Bridge Plans	6
Task 8	60% Roadway and Bridge Plans	20
Tasks 9 - 11	Permitting & Final Roadway and Bridge Plans	12
Tasks 12 – 13	Bidding Services	8
Task 14	Post Design Services & Construction	<u>28</u>
Total		92

EXHIBIT "D"

FEDERAL PROVISIONS APPLICABLE TO CONTRACTORS AND CONSULTANTS

The projects, programs, and activities to be completed under this Agreement are fully or partially funded by Federal funding, grants and/or disaster assistance from various federal and state agencies including, but not limited to, the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA). Therefore, consultants, contractors and their subcontractors (hereinafter referred to as "Contractor") will be required to comply with the applicable provisions of 2 C.F.R. Part 200, Appendix II and with the following provisions, **as applicable**. The Contractor shall require compliance with all applicable federal requirements as may be required by 2 C.F.R. Part 200, Appendix II, and as are listed below, of all subcontractors performing work the value of which is in excess of \$10,000, by including these federal requirements in all contracts with subcontractors.

Title VI List of Pertinent Nondiscrimination Acts and Authorities.

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, as applicable, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 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 USC § 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 Subcontractors, whether such programs or activities are Federally funded or not);

•Titles II and III of the Americans with Disabilities Act of 1990, 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 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

•The Federal Aviation Administration's Nondiscrimination statute (49 USC § 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 nondiscrimination 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 USC 1681 et seq).

ADDITIONAL FEDERAL REQUIREMENTS

To the extent applicable to the services and/or goods provided under this Agreement, Contractor

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and any of its subcontractors used as part of this Agreement, expressly agree to adhere to the following provisions, as required:

Activities Abroad. Contractor agrees that with regard to activities undertaken pursuant to this Agreement, such activities carried on outside the United States are coordinated as necessary with appropriate government authorities and the appropriate licenses, permits, or approvals are obtained.

Controlled Substances. Contractor agrees that it shall not knowingly use funds provided under this Agreement to support activities that promote the legalization of any drug or other substance included in Schedule I of the schedule of controlled substances established by section 202 of the Controlled Substances Act, 21 U.S.C. 812.

Human Rights. Contractor assures that the human rights of all persons with developmental disabilities (especially those without familial protection) who are receiving treatment, services or habilitation under programs assisted under this title, will be protected consistent with P.L. 88-164, Title I, s. 110, as amended, 42 U.S.C. s. 6009, the federal Developmental Disabilities Assistance and Bill of Rights Act, and s. 393.13, Fla. Stat., Florida's Bill of Rights of Persons with Developmental Disabilities.

Restrictions on Abortion and on Distribution of Sterile Needles. Contractor agrees that it shall not use funds provided under this Agreement for an abortion. Further, Contractor agrees that funds shall not be used to carry out any program of distributing sterile needles or syringes for hypodermic injection of any illegal drug.

U.S. Flag Air Carrier. Contractor agrees that as it pertains to the services provided under this Agreement, U.S. flag air carriers shall be used to the maximum extent possible when commercial air transportation is the means of travel between the United States and a foreign country or between foreign countries.

U.S. Patriot Act; Public Health Security & Bioterrorism Preparedness & Response Act. Contractor will comply with the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct

Terrorism Act (USA Patriot Act) amending 18 U.S.C. 175-175c.; The Public Health Security and Bioterrorism Preparedness and Response Act of 2002, 42 U.S.C. 201.

Trafficking Victims Protection Act. Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. 7104) which prohibits Contractor/consultant from (1) engaging in severe forms of trafficking in persons during the period of time that this Contractor Agreement is in effect; (2) procuring a commercial sex act during the period of time that this Contractor Agreement is in effect; or (3) using forced labor in the performance of the Contractor services under this Contractor Agreement. This Contractor Agreement may be unilaterally terminated immediately by County for Contractor's violating this provision, without penalty.

Gun Control – Consolidation Appropriations Act, 2017, Pub. L. 115-31, Section 217. None of the funds made available under this Contractor Agreement may be used in whole or in part to advocate or promote gun control.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Contractor Agreement Act (33 U.S.C. 1251-1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

Procurement of Recovered Materials. Contractor and any subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this Agreement and to the extent practicable, the Contractor and subcontractor are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247.

Debarment and Suspension. This Agreement is a covered transaction for purposes of 2 C.F.R.

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Part 180 and 2 C.F.R. Part 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. s. 180.995) or its affiliates (defined at 2 C.F.R. s. 180.905) are excluded (defined at 2 C.F.R. s. 180.940) or disqualified (defined at 2 C.F.R. s. 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by Charlotte County. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C, and 2 C.F.R. Part 3000, subpart C, in addition to remedies made available to Charlotte County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transaction.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this Agreement, the Contractor agrees as follows: (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause; (2) The Contractor will, in all solicitations or advertisements for employees placed by or on

behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin; (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information; (4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment; (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor; (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to their books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.; (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government Contracts or federally assisted construction

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contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law; (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. *Provided, however,* that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Domestic Preference for Procurements. In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, to the greatest extent practicable when using federal funds for the services provided in this Agreement, Contractor shall provide a preference for the purchase, acquisition, or use of goods and products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Prohibition on certain telecommunications and video surveillance services or equipment. In accordance with 2 CFR 200.216, Contractor and any subcontractors are prohibited to obligate or spend federal funds to: (1) procure or obtain, (2) extend or renew a Contractor Agreement to procure or obtain; or (3) enter into a Contractor Agreement to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, section

889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). ii. Telecommunications or video surveillance services provided by such entities or using such equipment. iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

Enhanced Whistleblower Protections. The National Defense Authorization Act of 2013 extending whistleblower protections to Contractor employees may apply to the Federal grant award dollars involved with this Agreement.

Federal Funding Accountability and Transparency Act (FFATA). In accordance with FFATA, the Contractor shall, upon request, provide the County the names and total compensation of the five most highly compensated officers of the entity, if the entity in the preceding fiscal year received 80 percent or more of its annual gross revenues in federal awards, received \$25,000,000 or more in annual gross revenues from federal awards, and if the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 or section 6104 of the Internal Revenue Code of 1986.

Federal Awardee Performance and Integrity Information System (FAPIIS). The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-54r

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Sub Agreements/Assignments and W/MBE.

Contractor shall not subcontract, nor assign this Agreement, or any part of the services provided under this Agreement, without prior written consent of County. In accordance with 45 CFR s. 75.330 and 2 CFR s. 200.321, Contractor acknowledges that if it subcontracts any work pertaining to this Agreement, it will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative Steps include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Davis-Bacon Act: For all construction contracts and other projects, if applicable, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. §§ 3141-3144 and 3136-3148), and to require all of its subcontractors performing work under this Agreement to adhere to same. The Contractor and its subcontractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor and its subcontractors are required to pay wages not less than once a week. If the federally funded award contains Davis Bacon provisions, the Contractor shall place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation documents. The decision to award a contract shall be conditioned upon the acceptance of the wage determination. The

Contractor shall report all suspected or reported violations of the Davis-Bacon Act to the County.

Copeland Anti Kick Back Act: Contractor and its subcontractors shall comply with all the requirements of the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145, as supplemented by Department of Labor regulations at 29 CFR Part 3), which are incorporated by reference to this Agreement. Contractor and its subcontractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled. The contractor or subcontractors shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring subcontractors to include these clauses in any lower tier contracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. s. 5.12.

Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708 and 29 C.F.R. §§ 5.5 (b)(1)-(4).

Contracts awarded in excess of \$100,000 that involve the employment of mechanics and laborers must be in compliance with 40 U.S.C. ss.3702 and 3704, as supplemented by the Department of Labor Regulations in 29 C.F.R. Part 5.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any

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subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. (3) Withholding for unpaid wages and liquidated damages. The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section."

Byrd Anti-Lobbying (31 U.S.C s. 1352, as amended).

Contractors who apply or bid for an award of more than \$100,000 shall file the required Anti-Lobbying certification at the time of bid. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or

employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. s. 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the Federal awarding agency.

DHS Seal, Logo and Flags.

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of the flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Access to Records.

The Contractor agrees to provide Charlotte County, the FDEM, the FEMA Administrator, the Comptroller General of the United States, any other Federal grantor, or any of their authorized representatives, access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Contractor agrees to provide the FEMA Administrator or the administrator of any other Federal grantor, or their authorized representatives, access to construction or other work sites pertaining to the work being completed under the agreement. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, Charlotte County and the Contractor acknowledge and agree that no language in this agreement is intended to prohibit audits or internal review by the FEMA Administrator, any other Federal grantor, or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders and Acknowledgement of Federal Funding.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the agreement. The Contractor will comply with all applicable federal law, regulations, executive

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orders, FEMA policies, procedures and directives.

No Obligation by Federal Government.

The federal government is not a party to this agreement and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the agreement.

Program Fraud and False or Fraudulent Statements or Related Acts.

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this agreement.

Copyright and Data Rights.

The Contractor grants to Charlotte County a paid-up royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this agreement to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the agreement but not first produced in the performance of this agreement, the Contractor will identify such data and grant to Charlotte County or acquire on its behalf a license of the same scope as for data first produced in the performance of this agreement.

Remedies.

Unless otherwise provided by the agreement, all claims, counter-claims, disputes and other matters in question between the County and the Contractor arising out of or relating to the agreement, or the breach of it, that cannot be resolved by and between the parties after conferring in good faith, will be decided by a court of competent jurisdiction pursuant to Florida law. If such dispute is in state court, venue shall be in the Twentieth Judicial Circuit Court in and for Charlotte County, Florida. If in federal court, venue shall be in the U.S. District Court for the Middle District of Florida, Ft. Myers Division.

Termination for Cause or Convenience.

The County may terminate the agreement at any time, for cause or convenience, by providing written notice to the Contractor, of determined by the County to be in the County's best interest. If

the agreement is terminated, the Contractor shall be paid for all work actually performed, and all costs actually incurred prior to contract termination.

ENVIRONMENTAL COMPLIANCE

In performing under this Agreement, Contractor and its subcontractors, to the extent applicable, shall comply with all of the federal environmental statutes, regulations, and executive orders listed below, as applicable:

1. The National Environmental Policy Act (42 U.S.C. § 4321 et seq.)

2. The Endangered Species Act (16 U.S.C. § 1531 et seq.)

3. Magnuson-Stevens Fishery Conservation and Management Act (16 U.S.C. § 1801 et seq.)

4. Clean Water Act Section 404 (33 U.S.C. § 1344 et seq.)

5. The Migratory Bird Treaty Act (16 U.S.C. §§ 703-712); Bald and Golden Eagle Protection Act (16 U.S.C. § 668 et seq.), and Executive Order No. 13186, Responsibilities of Federal Agencies to Protect Migratory Birds

6. National Historic Preservation Act (54 U.S.C. § 300101 et seq.) and the Advisory Council on Historic Preservation Guidelines (36 CFR part 800)

7. Clean Air Act (42 U.S.C. § 7401 et seq.), Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.) (Clean Water Act), and Executive Order 11738 ("Providing for administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal contracts, grants or loans"). Violations must be reported to the County and the Regional Office of the Environmental Protection Agency (EPA) immediately upon discovery.

8. The Flood Disaster Protection Act (42 U.S.C. § 4002 et seq.)

9. Executive Order 11988 ("Floodplain Management") and Executive Order 11990 ("Protection of Wetlands")

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10.Executive Order 13112 ("Invasive Species")

11.The Coastal Zone Management Act (16 U.S.C. § 1451 et seq.)

12.The Coastal Barriers Resources Act (16 U.S.C. § 3501 et seq.)

13.The Wild and Scenic Rivers Act (16 U.S.C. § 1271 et seq.)

14.The Safe Drinking Water Act (42 U.S.C. § 300 et seq.)

15.The Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.)

16.The Comprehensive Environmental Response, Compensation, and Liability Act (Superfund) (42 U.S.C. § 9601 et seq.)

17. Executive Order 12898 ("Environmental Justice in Minority Populations and Low Income Populations")

18.Rivers and Harbors Act (33 U.S.C. § 407)

19.Marine Protection, Research and Sanctuaries Act (Pub. L. 92-532, as amended), National Marine Sanctuaries Act (16 U.S.C. § 1431 et seq.), and Executive Order 13089 ("Coral Reef Protection")

20.Farmland Protection Policy Act (7 U.S.C. 4201 et seq.)

21.Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.)

22.Pursuant to 2 CFR §200.322, Contractor and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the

purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.