


INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator
From: Joseph Lauro, Director of Purchasing 
Subject: Approval of Ranking of Firms and Final Negotiated Contract – Professional Engineering Services, Hercules Avenue/Greenbriar Boulevard (LAP)
Contract No. 112-0533-NC(RM)
Date: September 5, 2013

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE RANKING OF FIRMS AND CONTRACT AWARD FOR PROFESSIONAL ENGINEERING SERVICES HERCULES AVENUE/GREENBRIAR BOULEVARD (LAP) WITH THE HIGHEST RANKING FIRM, CUMBNEY & FAIR, INC. (CUMBNEY & FAIR) CLEARWATER, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENT.

ESTIMATED EXPENDITURE NOT TO EXCEED: \$180,000.00

The budget estimate for this project is \$180,000.00 of which \$150,000 will be provided by FDOT, with the remaining \$30,000 funded through the Infrastructure Sales Tax (Penny for Pinellas).

DISCUSSION: The purpose of this contract is to fulfill a (LAP) agreement the County has with the Florida Department of Transportation (FDOT) for the design of sidewalks (both sides of road), and related drainage work along Hercules Avenue and Greenbriar Boulevard between Sunset Point Road and Belcher Road.

On February 1, 2013, in accordance with Consultant Competitive Negotiation Act (CCNA) requirements, the Purchasing Department on behalf of the Department of Environment and Infrastructure (DEI) let a Request for Proposal (RFP) for the intent of obtaining the services of a qualified engineering build firm to assist the County in developing plans and specifications and perform all other professional engineering services as may be required during the preliminary engineering phase of the project.

An evaluation committee consisting of two (2) representatives from DEI's Design and Technical Support Division; one (1) representative from DEI's Water and Sewer Division; one (1) representative from DEI's Stormwater Division and one (1) representative from St. Pete – Clearwater International Airport, along with the Purchasing Department acting as a facilitator met on March 15, 2013 to evaluate and score the submittals received.

The following firms in order of ranking submitted proposals:

1. Bayside Engineering
2. DRMP, Inc.
3. Cumbey & Fair, Inc..
4. Cardno TBE

5. Shaw Environmental & Infrastructure
6. Ayres Associates
7. PARRA & Karimi Engineering LLC
8. ICON Consultant Group
9. URS Corporation Southern
10. King Engineering Associates, Inc.
11. Lockwood, Andrews & Newnam
12. CPH
13. Compass Engineering & Surveying, Inc., d/b/a Deuel & Associates

The three (3) highest ranked firms were then invited to the oral presentation process.

On April 1, 2013 oral presentations were conducted by each of the three (3) firms. The final ranking of the firms by the committee was as follows:

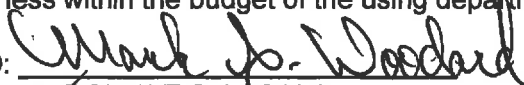
1. Cumbey & Fair, Inc.
2. Bayside Engineering
3. DRMP

Working with FDOT in an attempt to obtain approval of the County process utilized to qualify a firm has been labor intensive and time consuming. FDOT serves as the prime recipient of federal transportation funds and is the supervising agency for LAP projects and certifies Local Agencies to participate in LAP for a work phase type such as design or construction. Prior to seeking approval of a final contract with the highest ranking firm, the County's LAP Coordinator must submit all contract documents to FDOT for review and approval including the proposed scope, budget and schedules along with a copy of the Request for Proposal, addenda, advertisement and a draft of the final agreement. FDOT must approve the County's solicitation and qualification process before staff can recommend award. Additionally, FDOT has a scheduled completion date for this project. For these reasons, staff began negotiations with Cumbey & Fair to keep the process moving forward.

Staff successfully negotiated a contract with fully burdened hourly rates for Cumbey & Fair and their sub consultant, Shaw Environmental & Infrastructure, who agreed to reduce their submittal rates by ten (10%) percent. The hourly rates include all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical (TBMSA) Area. Travel outside of the TBMSA will be reimbursed in accordance with Florida Statutes.

The agreement term is effective through January 31, 2016.

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department.

APPROVED: 
ROBERT S. LASALA
County Administrator

Date of Approval: 9/10/13

Attachments:

1. Contract Review
2. Agreement
3. Exhibit A Scope of Services
4. Exhibit B Consultants' Hourly Rate Sheets
5. Consultants' Schedule of Rate Values
6. Evaluation Criteria Tabulation Sheet

PROFESSIONAL SERVICES NON-CONTINUING SERVICES SAMPLE AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Hercules Avenue/Greenbriar Boulevard, from Sunset Point Road to Belcher Road
Sidewalk Improvement (County PID No. 001029A)**

THIS AGREEMENT, entered into on the 10 day of September, 2013, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its County Administrator, and Cumbey & Fair, Inc., with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of sidewalks (both sides of road), and related drainage work along Hercules Avenue and Greenbriar Boulevard, from Sunset Point Road and Belcher Road, Pinellas County, Florida.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the PROJECT, and all PROJECT development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed PROJECT construction documents. The CONSULTANT shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the PROJECT. The PROJECT design shall be based on the following data:

Pinellas County is seeking the professional services of an engineering consultant to design; prepare plans; acquire permits; develop construction specification; and provide engineering services for the construction of 6' sidewalks along both sides of roadway. The sidewalks shall be 6" thick throughout the PROJECT limits, unless otherwise approved by the COUNTY. Drainage Improvements required to accommodate sidewalk construction shall be designed in accordance with Pinellas County Ordinances and Southwest Florida Water Management District (SWFWMD) regulations for differing storm events (i.e., ten (10) year, etc.) and in accordance with the attached Scope of Services. All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) **Required Deliverables**

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

Since this is a federally funded PROJECT through a Local Agency Program (LAP) agreement, all services provided under this Agreement will need to comply with the Terms for Federal Aid Contracts / Florida Department of Transportation (FDOT) identified in Appendix 1 of this Agreement.

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the FDOT Work Program Schedule.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel

engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing AutoCAD Release 14.0 or later and civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specifications and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of

documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

At County's option the following Bid Service Tasks may be requested and negotiated as an additional Service:

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE - At County's option the following Bid Service Tasks may be requested and negotiated as an additional Service:

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any subconsultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the facility at initial occupancy and at three (3) month, six (6) month and one (1) year after issuance of the Certificate of Substantial Completion. On the facility visit the CONSULTANT shall observe, troubleshoot and assist in the operation of building systems. This shall not relieve the CONSULTANT of other needed visits to the facility should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.3 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 The CONSULTANT will furnish check prints for every project phase including five (5) sets at the 50% point of each phase and at every PROJECT phase completion. One (1) set of paper sepia's shall be provided to the COUNTY for Owner-provided printing and distribution.

3.4.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

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

- 1) Design criteria used for the PROJECT.
- 2) Roadway geometric calculations
- 3) Structural calculations.
- 4) Drainage calculations.
- 5) Traffic design calculations
- 6) Traffic control calculations
- 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
- 8) Calculations showing probable cost comparisons of various alternatives considered.
- 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 10) Other PROJECT-related correspondences as appropriate.

3.4.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.9 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 Drainage Investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
- B. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Environment and Infrastructure (DEI) or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

SECTION 6

PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY's Executive Director of the Department of Environment and Infrastructure, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Environment and Infrastructure (DEI) or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

6.4 ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

6.5 INVOICING

The CONSULTANT may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, Department of Environment & Infrastructure, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Eleven Thousand Four Hundred Seventy-Eight Dollars and 00/100 (\$11,478) for the Task 1 – General Task Phase of the PROJECT.

- A Lump Sum Fee of: Fifty-Six Thousand Eight Hundred Eighty Dollars and 00/100 **(\$56,880)** for the Task 2 - Sidewalk Analysis Phase of the PROJECT.
- A Lump Sum Fee of: Fourteen Thousand One Hundred Forty-Three Dollars and 00/100 **(\$14,143)** for the Task 3 – Drainage Analysis Phase of the PROJECT.
- A Lump Sum Fee of: One Thousand Nine Hundred Ninety-Seven Dollars and 00/100 **(\$1,997)** for the Task 4 – Environmental Permitting Phase of the PROJECT.
- A Lump Sum Fee of: Thirteen Thousand Three Hundred Dollars and 00/100 **(\$13,300)** for the Task 5 – Traffic Design Phase of the PROJECT
- A Lump Sum Fee of: Four Thousand Six Hundred Seventy Dollars and 00/100 **(\$4,670)** for the Task 6 – Utility Coordination Phase of the PROJECT
- A Lump Sum Fee of: Twenty-Eight Thousand Two Hundred Dollars and 00/100 **(\$28,200)** for the Task 7 – Sidewalk Plans Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of One Hundred Thirty Thousand Six Hundred Sixty-Eight Dollars and 00/100 **(\$130,668)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

- A Lump Sum Fee of: Eight Thousand Two Hundred Forty Dollars and 00/100 **(\$8,240)** for the Task 8a – Public Involvement Support of the PROJECT
- A Lump Sum Fee of: Six Thousand Three Hundred Twenty-Five Dollars and 00/100 **(\$6,325)** for the Task 8b – LAP Coordination of the PROJECT
- A Lump Sum Fee of: Twenty-Six Thousand Four Hundred Twenty-Five Dollars and 00/100 **(\$26,425)** for the Task 8c – Added Crosswalk of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Eight Thousand Three Hundred Forty-Two Dollars and 00/100 **(\$8,342)** for all assignments performed.

7.4 Total agreement amount One Hundred Eighty Thousand Dollars and 00/100 **(\$180,000)**.

7.5 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

7.6 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 PERFORMANCE SCHEDULE

Time is of the essence in this Agreement. The CONSULTANT shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 All project phases shall be completed on or before the milestone dates provided in the FDOT Work Program Schedule.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Environment and Infrastructure (DEI) or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

SECTION 11 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Environment and Infrastructure (DEI) or designee.

SECTION 12 RESOLUTION OF DISAGREEMENTS

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13 CONSULTANT'S ACCOUNTING RECORDS

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

15.1 The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 Unless specifically prohibited by Florida, the CONSULTANT shall defend, indemnify and hold harmless the COUNTY, its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY, whether resulting from any claimed breach of this Agreement by the CONSULTANT or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT or anyone employed or utilized by the CONSULTANT in the performance of this Agreement.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

**SECTION 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONSULTANT acknowledges that it is functioning as an independent contractor in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**SECTION 19
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 20
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

**SECTION 21
INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect through **January 31, 2016**, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

**SECTION 25
ENTIRE AGREEMENT**

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

**SECTION 26
PUBLIC ENTITY CRIMES**

The CONSULTANT is directed to the Florida Public Entity Crimes Act, Section 287.133, Florida Statutes, specifically section 2(a), and the COUNTY'S requirement that the CONSULTANT comply with it in all respects prior to and during the term of the Contract.


SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION


This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

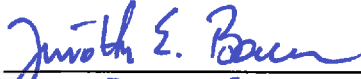
Cumbey & Fair, Inc.


PINELLAS COUNTY, by and through its
County Administrator

By: 
Print Name: PANKAJ SHAH
Title: PRESIDENT Date: 9-3-13

By: 
Name Date: 9/10/13
R ROBERT S. LASALA

ATTEST:

By: 
Print Name: Timothy E. Boume
Title: Vice President / Secretary Date: 9-3-13

By: 
Name Date: 9/10/13

(CORPORATE SEAL)

APPROVAL AS TO FORM:

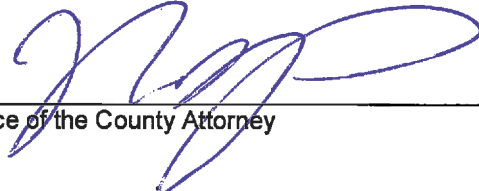
By: 
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

**ENGINEERING CONSULTING SERVICES (LAP)
Contract No.**

**Design Services
For
Hercules Ave. /Greenbriar Blvd.
Sidewalk Improvements (LAP)**

**County PID: 001029B
FPN: 424564-2-52-01**

Prepared for:

**Pinellas County
Engineering & Technical Support Division
14 S. Fort Harrison Avenue
Clearwater, FL 33756**

Prepared by:

**Cumbey and Fair, Inc.
2463 Enterprise Road
Clearwater, FL 33763**

June 10, 2013

SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and Cumbey and Fair, Inc. (hereinafter referred to as the CONSULTANT) relative to the transportation facility described as follows:

I. PROJECT TITLE

Professional Engineering Services Hercules Ave. /Greenbriar Boulevard sidewalk improvements (LAP)

II. OBJECTIVE:

The overall objective of this document is to describe scope of work and responsibilities of the CONSULTANT and COUNTY for developing plans and specifications and perform all other professional engineering drainage work along Hercules Avenue and Greenbriar Boulevard between Sunset Point Road and Belcher Road, Pinellas County, Florida. Since this is a federally funded project, the engineering services provided for this project will need to meet all current National Environmental Policy Act (NEPA) requirements.

III. PROJECT DESCRIPTION:

The project consists of construction of sidewalks on both sides of road and incidental work along Hercules Avenue and Greenbriar Boulevard between Sunset Point Road and Belcher Road, Pinellas County, Florida.

IV. SCOPE OF WORK:

Pinellas County is seeking the professional services of an engineering consultant to design; prepare plans; acquire permits; develop construction specifications; and provide engineering services for the construction of 6' sidewalks along both sides of roadway. The sidewalks shall be 6" thick throughout the project limits unless otherwise approved by the COUNTY. Drainage Improvements required to accommodate sidewalk construction shall be designed in accordance with Pinellas County Ordinances and Southwest Florida Water Management District (SWFWMD) regulations for differing storm events (i.e., ten (10) year, etc.). All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

This project is being funded for design and construction with federal funds through the Federal Department of Transportation (FDOT) LAP process. The LAP Terms for Federal Aid Contracts can be found in **Appendix 1** of the scope of services and apply to this contract. The Design services include:

1. General Tasks
 - 1.1. Specifications Package Preparation Support
 - 1.2. Project Meetings
 - 1.3. Bidability Constructability review
2. Sidewalk Analysis
 - 2.1. Horizontal/Vertical Master Design Files
 - 2.2. 15% Line and Grade
 - 2.3. Cross Section Design Files
 - 2.4. Traffic Control Analysis
 - 2.5. Design Report
 - 2.6. Computation & Quantities
 - 2.7. Cost Estimates
 - 2.8. Sidewalk Field Reviews
 - 2.9. Driveway Permitting
3. Drainage Analysis
 - 3.1. Drainage Design/Documentation
 - 3.2. Drainage Field Reviews & Technical Meetings
4. Environmental Permitting
 - 4.1. Permit Preparation
 - 4.2. Coordination with SWFWMD
5. Traffic Design
 - 5.1. Signing & Pavement Marking Plans
 - 5.2. Signalization Plans
6. Utility Coordination Support
7. Sidewalk Design Plans
 - 7.1. Roadway Plans Preparation
 - 7.2. Signing & Pavement Marking Plans
 - 7.3. Signal Plans
8. Optional Services
 - 8.1. Public Involvement Support
 - 8.2. LAP Coordination
 - 8.3. Added Cross walk Belcher Rd. & Virginia Ave.

Task 1: GENERAL TASKS

Specification Package Preparation Support:

The CONSULTANT shall assist the COUNTY in preparation of a complete specifications package. The CONSULTANT shall provide all applicable Technical Special Provisions and review of all required COUNTY and FDOT supplemental specifications for all items and areas of work. The CONSULTANT shall utilize the appropriate COUNTY and FDOT LAP approved pay item structure.

Project Meetings:

The CONSULTANT shall attend six (6) Monthly progress meetings (assumed 8 month schedule). The CONSULTANT shall provide meeting minutes for review and approval to the COUNTY.

Bidability and Constructability Review

The CONSULTANT shall provide a Peer Review as follows:

Perform a constructability review as part of the 60% Plans review. This process shall include providing clear decisions and directions and documentation of all decisions, assumptions and recommendations.

Perform a Bidability review as part of the 100% Plans review. This process shall include providing clear decisions and directions and documentation of all decisions, assumptions and recommendations

Task 2: SIDEWALK ANALYSIS

Horizontal/Vertical Master Design Files:

The CONSULTANT shall design the geometrics using the design standards that give proper consideration to the adjacent land use, design consistency and driver expectancy, aesthetics, pedestrian and bicycle concerns, ADA requirements, elder road user policy, and scope of work. At a minimum, the Florida Greenbook Standards (2013) shall be met.

15% line and grade

The CONSULTANT shall develop and provide to the COUNTY a "15%" line and grade submittal for review and approval prior to proceeding with 60% design and plans. The submittal will include a continuous roll of plan and profile views. The horizontal alignment or plan portion shall include as a minimum: entire mainline baseline and or centerline of construction with the proposed sidewalks, existing

topography; existing and proposed right-of-way limits; begin and end transitions, begin and end project limits, geometric parameters. Plan scale should be 1" = 50' for rural facilities. The vertical alignment or profile grade shall also be plotted on this roll in the profile portion (lower half of sheet). The proposed profile shall indicate respective geometric controls such as length of vertical curves, vertical points of intersections, and percent grades. Existing ground line shall also be shown as a reference in the profile portion. The profile stationing shall depict formats with beginning and ending stations with intermediate tick marks matched with the plan portion along the alignment, or as close as possible in curved alignments. Profile scale should be the same as is for horizontal but 10% of the horizontal assigned for vertical. (E.g. Plan: 1" = 100'; Profile: 1" = 100' Horizontal and 1" = 10' Vertical). The profile portion shall also indicate drainage basin(s) delimited by station call-outs just above the profile. Cross drain(s) and or Design High Water(s) shall be shown in the profile portion as well. The submittal shall also include a summary of design criteria used to establish the horizontal and vertical alignments. Examples of such parameters include but are not limited to: Intersection sight distance; design speed; design vehicle; stopping sight distance; decision sight distance; length of horizontal and vertical curves; etc. Any anticipated design variations and or design exceptions should also be listed.

Cross Section Design Files:

The CONSULTANT shall establish and develop cross section design files in accordance with the COUNTY Civil 3D CADD manual and FDOT Plans Preparation manual. Assume sections every 50 ft. for earthwork.

Traffic Control Analysis:

The CONSULTANT shall design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design shall include construction phasing of roadways ingress and egress to existing property owners and businesses, routing, signing and pavement markings, and detour quantity tabulations. Special consideration shall be given to the construction of the drainage system when developing the construction phases. Positive drainage shall be maintained at all times.

Design Report:

The CONSULTANT also shall develop project specific design criteria which will be included in the design report. The CONSULTANT shall evaluate the approved sidewalk geometrics approved by the COUNTY at the (Line and Grade) for the purpose of estimating design and construction needs based on initial observations. The CONSULTANT shall recommend to the COUNTY, either correction of any deficiencies, or obtaining the appropriate design variation or exceptions.

The CONSULTANT shall submit a request for variance for design criteria not conforming to the Minimum Greenbook requirements.

The CONSULTANT shall submit to the COUNTY design notes, data, and calculations to document the design conclusions reached during the development of the contract plans.

The design notes, data, and computations shall be recorded on size 8-1/2"x11" sheets, fully titled, numbered, dated, indexed and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to 8-1/2"x11" size. The data shall be in a hardback folder for submittal to the COUNTY.

Engineer's Estimate & Quantities:

The CONSULTANT shall prepare an estimate of probable construction costs for the design. The CONSULTANT shall utilize existing cost data available from the COUNTY and FDOT Construction Contract History as applicable.

CONSULTANT shall prepare bid quantities that include all bid items, which comprise the project design. Bid items shall include reference to applicable COUNTY & FDOT Measurement and Payment items. Bid proposal sheets to be included in the contract documents shall be prepared by the COUNTY based on the CONSULTANT'S quantities.

Preliminary bid quantities shall be submitted with the conceptual and 60% design review submittals. Final bid quantities shall be submitted with the 100% design review submittal. Preliminary opinion of probable construction costs shall be submitted with the 60% design review submittal. Final construction costs opinion based on the final bid quantities shall be submitted with the 100% design review submittal. Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the County.

Roadway Field Reviews:

The CONSULTANT shall conduct one (1) site review prior to the 60% plans submittal and shall conduct one (1) additional site review prior to 100% plans submittal.

Driveway Harmonization:

The CONSULTANT shall coordinate with property owners along the project in which the sidewalk shall cause the driveway to be modified within the COUNTY'S right-of-way. The CONSULTANT shall develop half sections at the modified driveways to ensure the driveway connection can meet the FDOT Design Standards and tie into the existing right-of-way. There are approximately 82 total

driveways and it is assumed that 60% of the driveways shall have to be reworked to accommodate the sidewalk.

Right-Of-Way Consideration:

The CONSULTANT shall establish right of way requirements at locations where insufficient right-of-way is available to construct the proposed sidewalk. The COUNTY shall then provide direction on how to proceed with these locations.

Task 3: DRAINAGE ANALYSIS

Data Collection- The CONSULTANT shall reviews all existing sidewalk plans to determine current drainage patterns and systems. The proposed construction shall modify existing structures as practical and require minimal drainage modifications.

Drainage Plans - The drainage design shall have the following features: is consistent with requirements of FDEP, SWFWMD and USACOE. Pinellas County and any other regulatory agencies which have jurisdiction over the project; additionally is consistent with requirements the COUNTY Stormwater related criteria in the County's code of ordinance; utilizes existing facilities where possible; is cost effective; does not create flooding problems upstream or downstream; provides for safety of roadway users; and is consistent with work being performed by other municipalities, regulatory agencies and private developments in the area. The CONSULTANT shall be responsible for determining and coordinating with projects or work being performed in the area.

The CONSULTANT shall conduct two (2) drainage field review and attend two (2) Technical meeting reviews (1 prior to 60%, 1 prior to 100%) regarding drainage.

The intent of the drainage design is to adjust/modify the existing drainage system where it is impacted by the placement of the new sidewalk. It is estimated that up to four (4) existing inlets may be impacted which shall require modification. It is not anticipated that a new stormwater system shall be required other than providing short (less than 25 ft.) stormsewer pipes be provided to connect to the existing stormsewer system. The Stormwater conveyance capacity of the facilities shall not be reduced.

Included the drainage analysis is the preparation of working drainage maps (not to be included in the plans) to identify the drainage areas which drain to the impacted inlets for use in sizing any new inlets and stormsewer pipes required. Calculations for any new inlets and stormsewer pipes shall be performed for sizing these facilities and shall be included in a technical memorandum/report. In locations where proposed curbing is to be added in conjunction with the added

sidewalk, spread of flow calculations shall be provided in accordance with County Stormwater requirements described in the code of ordinances.

Task 4: ENVIRONMENTAL PERMITTING

The CONSULTANT shall prepare a letter of exemption from environmental permitting. In the event that stormwater treatment, attenuation, wetland mitigation, etc. is required and an ERP application is necessary, a **supplemental agreement** shall be negotiated with the COUNTY. No permit applications are anticipated for this project.

Task 5: TRAFFIC ANALYSIS

Signing & Pavement Marking Analysis:

At the intersection where cross walks or curb ramps will need to be added or realigned the CONSULTANT shall analyze and document Signing and Pavement Markings Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

Reference and Master Design File- the CONSULTANT shall prepare the Signing & Pavement Marking Design file to include all necessary design elements and all associated reference files.

Quantities - The CONSULTANT shall provide quantity take off for the project at 60% Plans, 100% Plans and Final Plans for the signing and pavement-marking component of the entire project.

Signalization Analysis:

FDOT Standard Specifications shall be used for the project. CONSULTANT shall prepare the special conditions section of the specifications as required by the design. COUNTY shall provide a typical outline of the special conditions to the CONSULTANT. The special conditions shall include specifications pertaining to project specific details and special construction methods or sequencing that may be required to construct the project. Special conditions shall be prepared and submitted electronically which can be inserted directly into the COUNTY'S specifications. Existing utilities will be shown in the signal plans. Once complete the CONSULTANT shall be the engineer of record for all of the specifications (i.e. must accept as their own).

CONSULTANT shall prepare Pedestrian Signalization Plans for the following intersections:

1. Virginia Avenue at North Hercules Avenue/ Greenbriar Blvd.

The intersection shall include full LED pedestrian countdown signals. Local Signal Timing parameters shall be determined as necessary to complete the Controller Timing Chart to include pedestrian timings. Pedestrian walk and clearance intervals shall be calculated if a pedestrian crosswalk is determined necessary by the COUNTY and FDOT. Yellow and all-red clearance intervals shall be calculated based on the posted speed limit. Clearance timing calculations shall be based on FDOT Traffic Engineering Manual criteria.

Task 6: UTILITY COORDINATION SUPPORT

Utility Coordination - COUNTY is responsible for coordinating its design work with the public and private utility agencies and companies having existing and/or planned facilities within the limits of the project.

COUNTY shall provide the utility agencies and companies' project plans and Civil 3D files at the 60% and 90% complete design phases, as drafted by the CONSULTANT. At the 60% complete design phase, the utility agencies and companies shall be instructed to return one set of plans to the COUNTY showing their utilities relocation, adjustment and new facilities designs, and existing utilities to remain. COUNTY'S utility coordination responsibilities shall continue throughout the design process to assist with resolving utilities conflicts.

Utility Adjustment Plans- CONSULTANT shall prepare utility adjustments sheets as part of the plans set on show existing public and private utilities to remain, detailed design of utilities to be relocated and utilities to be removed. Utility adjustment plans shall be prepared on screened reproducible copies of the sidewalk plan and cross sections sheets and shall be made part of the sidewalk plans. The 60% design review submittal shall include all existing utilities drawn on the sidewalk plans, cross section and drainage structure sheets and signalization plans. CONSULTANT is to identify all potential conflicts based on the information provided by the utility agencies and companies and horizontal and vertical field investigations. The 100 % design review submittal shall include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utilities conflicts are to be resolved and all final design revisions complete, at the final design submittal.

Utility Coordination Meetings - CONSULTANT shall attend utility coordination meetings to be held within eighteen days of the 60% and 90% design review submittals. COUNTY shall be responsible for organizing these meetings. CONSULTANT shall prepare detailed meeting minutes and distribute to all attendees.

Representation at the meeting should consist of all Utility Companies/Agencies,

Project Manager, and support services as necessary. The County shall moderate the meeting and discuss the design with particular emphasis on drainage, maintenance of traffic and traffic signalization. Additional discussion on special construction activities, project scheduling, and agreement options available, shall be addressed. Based on commitments made at the Utility Pre-Design Meeting, the CONSULTANT shall prepare and distribute minutes and recommended course of action to accomplish each item to each utility located on the project.

Utility Coordination Meeting (60% Plans)- The COUNTY shall prepare a formal letter issuing two (2) sets of preliminary plans as outlined in the engineering scope. The COUNTY shall moderate the meeting and discuss alternate relocation schemes, design modifications, and scheduling of construction activities, with particular emphasis on drainage design, maintenance of traffic and signalization with each Utility Company/Agency.

The CONSULTANT shall coordinate with the COUNTY and utility agencies to determine areas of apparent potential conflict and schedule subsurface utility excavation to confirm whether or not a conflict exists and degree of conflict. A report itemizing utility conflicts by company, shall be prepared by the CONSULTANT, and mailed to each utility located on the project. Four to weeks, on an average, shall be allowed the Utility to respond with their color- coded plans submittal.

Final Agreements to Utilities (100% Plans) - The COUNTY shall transmit the necessary legal drafts, plans, and documents to each Utility Company/Agency as required. One complete set of plans and one partial set of plans (Key Sheet, Typical Section, and Plan and Profile Sheets) shall be furnished to each involved utility agency. The partial plan set shall be color coded by the utility company showing proposed relocation and returned to be transmitted per the COUNTY'S Engineer or designee.

Review and Acceptance- the CONSULTANT shall be responsible for making all necessary reviews and acceptance of utility related materials.

Certification-The COUNTY shall certify the following:

All utility negotiations (Full execution of each agreement, technical special provisions written, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made and no utility relocation work shall be involved.

OR

Plans were sent to the Utility Companies/Agencies and no relocations/adjustments are required.

Task 7: SIDEWALK PLANS PREPARATION

Sidewalk Plans:

The CONSULTANT shall prepare all required sidewalk construction plans within the project limits. Plan and Profile scales should be 1"=50' and 1"=5', respectively. These plans shall be in accordance with the Plans Preparation Manual and County CADD Civil 3D standards that include the following:

- a. Key sheet (1 Sheet)
- b. Summary of quantities (3 sheets)
- c. Typical Sections (2 Sheets)
- d. General Notes (2 Sheets)
- e. Sidewalk Plan/ Profile (10 Sheets)
- f. Sidewalk cross sections & Driveways (40 sheets)
- g. Drainage structures sheets (2 Sheets)
- h. Misc. Details (1 Sheet)
- i. Stormwater Pollution Prevention Plan (2 Sheets)
- j. Erosion Control Plans (5 Sheets)
- k. Utility Adjustment Sheets (5 Sheets)
- l. Maintenance of traffic Plans (2 Sheet)

Signalization Plans:

The CONSULTANT shall prepare a set of Signalization Plans that shall be included in the sidewalk plans. These plans shall be in accordance with the Plans Preparation Manual that includes the following:

- m. Tabulation of Quantities (1 Sheet)
- n. General Notes/Pay Item Notes (1 Sheet)
- o. Plan Sheets (1 Sheet)

The deliverable construction plans shall be designed and drafted utilizing AutoCAD Civil 3D format. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida. All technical specifications required for construction of project.

Task 8: OPTIONAL SERVICES

The COUNTY will evaluate early in the design phase whether these task below will be performed by the CONSULTANT. The project manager will provide authorization if these services will be implemented.

Task 8a. LAP Coordination:

The following optional services tasks shall be performed by the CONSULTANT for LAP Coordination. Review of documents prepared by the COUNTY such as the Programmatic Categorical Exclusion, Certifications/Clear Letters and Construction Checklist. Review bid tabulation and letter requesting concurrence in award. Attend Pre-bid Conference.

Task 8b. Public Involvement Support:

Public Meeting Preparations

Includes Coordination and preparation of a roll plot with design overlay will be created for public open house meeting. A frequently Asked questions handout will be created and used at the open house. Other activities may include coordination and review of materials such as: meeting notification mailing (assemble and mail); newspaper display ad; meeting exhibits; sign-in sheet; comment form; flyer preparation; fact sheet; site selection and development of meeting layout.

Public Meeting Attendance/Follow-up

Task includes set-up, attendance at the public meeting and preparation of a meeting summary. The summary scrapbook includes a copy of all slides, boards, handouts, completed sign-in sheets and completed comment forms. At least two participants will be required at meetings.

Task 8c. Adding Crosswalks at all legs of the signalized intersections:

Greenbriar Blvd. at Virginia Ave

The CONSUTANT will review the impacts for adding a crosswalk on the south leg crossing for the intersection of Greenbriar Boulevard at Virginia Avenue. It is anticipated that widening the roadway to the north on Hercules Ave. to accommodate the deceleration lane for the left turn. At the COUNTY option these intersection safety sidewalk improvement may be included in this project. If required and approved the CONSULTANT will provide these improvements within the project plan set.

Belcher Rd. at Greenbriar Ave.

The CONSUTANT will review the impacts for adding a crosswalk on the north side would cause us to impact the guardrail, update and add an existing PEDDS signals and add an additional ADA ramp to accommodate the sidewalk. At the COUNTY option these intersection safety sidewalk improvement may be included in this project. If required and

approved the CONSULTANT will provide these improvements within the project plan set.

V. COMPENSATION:

Cumbey and Fair, Inc. shall provide the above outlined Basic Services for the following fixed fee or estimate amounts.

Task 1	General Task	Lump Sum	\$ 11,478
Task 2	Sidewalk Analysis	Lump Sum	\$ 56,880
Task 3	Drainage Analysis	Lump sum	\$ 14,143
Task 4	Environmental Permitting	Lump Sum	\$ 1,997
Task 5	Traffic Design	Lump Sum	\$ 13,300
Task 6	Utility Coordination Support	Lump Sum	\$ 4,670
Task 7	Sidewalk Plans	Lump Sum	\$ 28,200
Sub-Total			\$ 130,667
Task 8a	OS Public Involvement	*Lump Sum	\$ 8,240
Task 8b	OS LAP Coordination	*Lump Sum	\$ 6,325
Task 8c	OS Add Crosswalks	*Lump Sum	\$ 26,425

*** Optional Services (OS) tasks cannot be executed without prior authorization from the COUNTY'S Project Manager.**

VI. SCHEDULE:

The conceptual plan and preliminary design and construction cost opinion shall be provided to the COUNTY within three weeks from notice to proceed. The CONSULTANT shall also provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal.

CONSULTANT'S services shall commence upon receipt of written notice to proceed issued by COUNTY. CONSULTANT shall complete the final design in accordance with the following or better project schedule:

PROJECT SCHEDULE

<u>Milestone</u>	<u>Due Date After receive the NTP & Survey</u>
15% Complete Plans Submittal	30 Calendar Days 14 day review
60% Complete Plans Submittal	90 Calendar Days 21 day review

100% Complete Plans Submittal **150 Calendar Days**
21 day review

Final Plans Submittal **210 Calendar Days**

COUNTY design review period is specified above for each milestone submittal. The CONSULTANT shall also provide responses to FDOT ERC comments for the various required submittals. Any other delays beyond CONSULTANT'S control shall be documented in writing by CONSULTANT and submitted to COUNTY for consideration to grant a schedule time extension.

Sidewalk Plans design reviews shall occur at the conceptual (line and grade) 60% Phase, 100% phases and final complete phases. CONSULTANT shall submit a draft of the special conditions with the 60% design review submittal and final versions at the 100% design review submittal. Bid quantities and opinion of probable construction cost shall be submitted. The requirements for each design review shall be as specified in the COUNTY'S, "Checklists for Design Review Submittals". CONSULTANT shall continue its design work during the review periods. CONSULTANT shall respond to the COUNTY'S design review comments in writing and by making corresponding revisions to the plans. Written responses and plans revisions are to be included with the next design review submittal. CONSULTANT shall respond to regulatory agencies review comments in the same manner. Design revisions are to be completed by CONSULTANT at no additional time and/or cost unless the revisions result from COUNTY making changes to the horizontal or vertical alignment or other changes or similar impact to the project design. In such cases, COUNTY shall evaluate the CONSULTANT'S request for additional time and/or compensation. COUNY may require CONSULTANT to make plans revisions and resubmit the plans at the same phase of completion if it is found that the plans do not meet the requirements of the "Checklist for Review Submittals." No additional time shall be allotted to the CONSULTANT'S schedule if a resubmittal is required.

PJS/dp

P:\In\0445\County of Pinellas\RFP_LAP_Hercules Greenbriar Blvd_Sidewalk_Feb 21 2013\Proposal\Ruby McKenzie - PER-Hercules AveGreenbriar Blvd (LAP) Proposal.docx

Appendix 1
Terms for Federal Aid Contracts / Florida Department of Transportation

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which involve the expenditure of federal funds:

- A. It is understood and agreed that all rights of the County and the Florida Department of Transportation relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.
- B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement notwithstanding.
- C. Compliance with Regulations: The Consultant shall comply with the Regulations of the U.S. Department of transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- D. Nondiscrimination: The Consultant, with regard to the work performed during the Agreement, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix B of the Regulations.
- E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this Agreement and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this Agreement, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,
 - 1. withholding of payments to the Consultant under the Agreement until the Consultant complies and/or
 - 2. cancellation, termination or suspension of the Agreement, in whole or in part.
- H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through H in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the County, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.
- I. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.
- J. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.
- K. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statement shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

Appendix 1
Terms for Federal Aid Contracts / Florida Department of Transportation

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

- L. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.
- M. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Florida Department of Transportation in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Florida Department of Transportation. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.
- N. The County hereby certifies that neither the Consultant nor the Consultant's representative has been required by the Florida Department of Transportation, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to

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

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

- O. The Consultant hereby certifies that it has not:
1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above Consultant) to solicit or secure this Agreement;
 2. agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out this Agreement; or
 3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above Consultant) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

The consultant further acknowledges that this Agreement will be furnished to the State of Florida Department of Transportation and a federal agency in connection with this Agreement involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

Other Requirements:

The Consultant shall comply with Florida Department of Transportation's DBE Program Plan unless the County or the Consultant has a DBE Program Plan approved by the USDOT. The Florida Department of Transportation currently has a race neutral program with an 8.60% Goal.

A DBE preference is not permitted. Use DBEs certified under the Florida Unified Certification Program Directory:
<http://www.dot.state.fl.us/equalopportunityoffice/dbecertification.shtml>

E- VERIFY: The Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Consultant during the term of this Agreement; and shall expressly require any subconsultants performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subconsultant during the term of the Agreement.

Exhibit B

Consultant Name: Cumbey and Fair, Inc.
Consultant No.:
Date: 8/4/2013
Confession: 1. I have read the above and understand the contents of the same.
2. I have read the above and understand the contents of the same.

[illegible]

2. Manually enter fee from each subcontractor. Unused subcontractor rows may be hidden.

GRAND TOTAL ESTIMATED FEE:

\$171,887.20

am:

Consultant Name: **Shale**
 Consultant No.:
 Date: **6/19/2013**
 Estimator

[illegible]

2. Manually enter fee from each subcontract. Unused subcontract rows may be hidden.

Survey Field Days by Subconsultant
4 - Person Crew:



CUMBEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBEYFAIR.COM

SCHEDULE OF RATE VALUES **Loaded Hourly Billing Rates** **May 2013**

Project Manager	\$155.00 per hour
Chief Engineer	\$180.00 per hour
Senior Engineer	\$145.00 per hour
Project Engineer	\$120.00 per hour
Engineer	\$110.00 per hour
Designer	\$105.00 per hour
Senior Engineering Technician	\$85.00 per hour
Engineering Technician	\$70.00 per hour
Inspector	\$65.00 per hour
Secretary/Clerical	\$60.00 per hour
Senior Surveyor & Mapper	\$145.00 per hour
Surveyor & Mapper	\$115.00 per hour
Survey Technician	\$85.00 per hour
Utility Locator	\$60.00 per hour
Utility Technician	\$50.00 per hour
Field Crew Supervisor	\$100.00 per hour
Party Chief	\$68.00 per hour
Instrument Man	\$45.00 per hour
Rod Man/Chain Man	\$35.00 per hour



Shaw Environmental & Infrastructure, Inc. (a CB&I Company)
Professional Services Agreement
Pinellas County Proposal for Hercules Ave./Greenbriar Blvd (Contract 112-0533-NC)
Consultant's Standard Hourly Rates

Classification	Hourly Rate
Project Manager	\$ 166.50
Sr. Engineer	\$ 149.40
CAD Technician	\$ 75.00
Administrative Assistant	\$ 55.00

Rates are valid through December 31, 2013