



47312

## Delegated Authority Memorandum

**TO:** Mark S. Woodard, County Administrator  
**THROUGH:** Paul Sacco, Assistant County Administrator  
**FROM:** Joe Lauro, Director  
Purchasing Department *Joe Lauro*  
**DATE:** May 20, 2015  
**SUBJECT:** Approval of Ranking and Negotiated Contract – Professional Engineering Consulting Services for Boca Ciega Bay Subaqueous Crossing  
Contract No. 134-0345-NC(SS)

### **Recommended Action:**

Recommend the County Administrator approve the ranking of firms, negotiated contract and sign the agreement with URS Corporation Southern (URS), Tampa, Florida, for professional engineering consulting services for the Boca Ciega Bay Subaqueous Crossing Project.

### **Summary:**

This contract is for professional consulting services to assist with engineering assessment, design services and other professional engineering services as may be required to construct a redundant subaqueous force main (FM) to Boca Ciega Bay in the vicinity of Long Bayou/Cross Bayou located east of Redington Beach. The total length of the FM is approximately 4,700 lineal feet (LF). The current FM was constructed by means of direct bury method nearly fifty (50) years ago and poses a significant risk in the event of failure.

The firms in order of ranking are attached on the Ranking Tabulation Sheet.

The contract has fully burdened hourly rates which were negotiated after conclusion of the evaluation process. The rates include all labor, overhead, expenses, profit and travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the area will be reimbursed in accordance with Section 112.061 of Florida Statutes.

The contract term is for nine hundred thirty (930) consecutive calendar days from the commencement date as expressed on the notice to proceed.

### **Background/Explanation:**

This competitive process was released as a Request for Qualifications to comply with the Consultants Competitive Negotiation Act (CCNA) per Florida Statue 287.055. The ranking of firms was completed on September 26, 2014 and the negotiation process was concluded in May, 2015. Per the Utilities Department, the negotiation process was protracted due to project scoping which offers unique challenges.

**Fiscal Impact:**

Nine hundred thirty (930) day agreement not-to-exceed amount:

Total fees include \$50,000.00 for contingency services that may be performed.

\$549,700.00

The funding for this contract is derived from the Sewer Enterprise Fund.

**Delegated Authority:**

Authority for the County Administrator to approve the ranking of firms, negotiated contract and to sign the agreement is granted under Code Section 2-178(l).

**Attachments:**

Contract Review

Agreement

Ranking Tabulation

Recommendation Approved:

  
Mark S. Woodard, County Administrator

Date:

5/21/15

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES**  
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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES**

THIS AGREEMENT, entered into on the 21<sup>st</sup> day of May, 2015, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, URS Corporation Southern with offices in Tampa, 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 Boca Ciega Bay Replacement Force Main Subaqueous Crossing in Pinellas County, Florida (PROJECT); and

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;

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:

The primary scope of engineering services includes Project Management, Preliminary Engineering Report (PER), 60% design, 90% design, permitting and final bid documents for engineering services related to the design and construction of a new subaqueous Force Main (FM) that is hydraulically equivalent to existing 24-in force main. 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.

### **2.2 PROJECT PHASES**

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

### **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, prepared in Microsoft Project 2013 or later, 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 on CD ROM formatted to .DXF or .DWG utilizing 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 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 CONSULTANT shall perform the services in accordance with the provisions in EXHIBIT A – SCOPE OF SERVICES, and the terms of this Agreement.

## **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.

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

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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

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 Contractor's 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.

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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 project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project 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.

#### 3.4 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 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



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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.

3.4.4 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.

3.4.5 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.

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

3.4.7 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.

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

3.4.9 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 Office of Engineering and Technical Support 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 Office of Engineering and Technical Support, or designee.

**6.3 CONTINGENCY SERVICES**

When authorized in writing by the COUNTY'S Director of Office of Engineering and Technical Support 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.

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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, Office of Engineering and Technical Support, 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, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: \$11,000.00 for Task 1 – Project Management  
A Lump Sum Fee of: \$ 2,300.00 for Task 2 – Kick Off Meeting  
A Lump Sum Fee of: \$243,400.00 for Task 3 – Preliminary Engineering Report  
A Lump Sum Fee of: \$95,900.00 for Task 4 –Development of Plans and Technical Specs  
A Lump Sum Fee of: \$22,000.00 for Task 5 –Permitting  
A Lump Sum Fee of: \$9,800.00 for Task 6 – Bidding Assistance  
A Lump Sum Fee of: \$104,300.00 for Task 7– Limited Services during Construction  
A Lump Sum Fee of: \$ 11,000.00 for Task 8 – Public Meetings

The above fees shall constitute the total not to exceed amount of **(\$499,700.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established

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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:   (\$ ) for the Task of the PROJECT                   N/A

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 **(\$50,000.00)** for all assignments performed.

7.4 Total agreement amount **(\$549,700.00)**.

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 COUNTY approved PROJECT design schedule referenced in 2.3 E.

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 Office of Engineering and Technical Support 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. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

**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 Office of Engineering and Technical Support 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

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**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 for nine hundred thirty (930) consecutive calendar days from the commencement date on the Notice to Proceed 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 PUBLIC RECORDS**


Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.


**SECTION 28  
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.


PINELLAS COUNTY, by and through its  
County Administrator

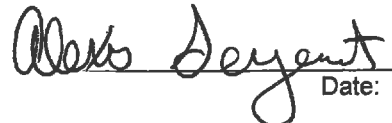
By:   
Print Name: Dana K. Tallman  
Title: Vice President Date: 4/27/15

By:   
Name \_\_\_\_\_ Date: 5/21/15  
Mark S. Woodard

ATTEST:

ATTEST:

By:   
Print Name: Lisa Y. Woodard  
Title: Project Administrator Date: 4/27/15

By:   
Date: 5/21/15

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney

### SECTION C – INSURANCE REQUIREMENTS

**Notice:** The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com); be sure to include the organization's unique identifier, which will be provided upon notice of award. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph four (4) for Additional Insured shall be attached to the certificate(s).**

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

### SECTION C – INSURANCE REQUIREMENTS

- (7) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

- (A) Workers' Compensation Insurance *if applicable*, include *United States Longshore and Harbor Workers (USL&H)* coverage

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 1,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (D) *if applicable*, Watercraft Liability Insurance (or equivalent Protection & Indemnity coverage) with Pollution Liability sublimits.

Limit	
Combined Single Limit Per Accident	\$ 1,000,000

- (E) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Contractor may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

<b>SECTION C – INSURANCE REQUIREMENTS</b>
-------------------------------------------

**Limits**

Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

For acceptance of Professional Liability coverage provided by subcontractor(s), all subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- (F) Property Insurance Contractor will be responsible for all damage to its own property, equipment and/or materials.



**URS CORPORATION SOUTHERN**  
**PINELLAS COUNTY**  
**134-0345-NC(RM)**  
**BOCA CIEGA BAY FM SUBAQUEOUS CROSSING**  
**PROPOSED**  
**2015 BILLABLE HOURLY RATES**

<b>Job Classification</b>	<b>Billable Rate (\$ / hour)</b>
Senior Vice President	234.00
Vice President/Officer-in-Charge	225.00
Project Manager/Associate Principal	195.00
Senior Environmental Engineer	143.00
Project Environmental Engineer	100.00
Senior Geotechnical Engineer (HDD Design)	198.00
Project Geotechnical Engineer (HDD Design)	115.00
Geotechnical Engineer (HDD Design)	85.00
Geotechnical Engineer Intern (HDD Design)	65.00
Senior Geologist (HDD Design)	194.00
Senior Environmental Scientist	105.00
Project Environmental Scientist	89.00
Senior GIS Specialist	130.00
Project GIS Specialist	94.00
Senior Construction Inspector	98.00
Senior Designer	105.00
Administrative/Clerical	75.00



# CUMBEY & FAIR, INC.

2463 Enterprise Road, Clearwater, Florida 33763  
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax [www.cumbeyfair.com](http://www.cumbeyfair.com)

## **SCHEDULE OF RATE VALUES** **Survey & SUE Services** **Loaded Hourly Billing Rates** **2014/2015**

### **Cumbe & Fair, Inc.**

Project Manager	\$155.00 per hour
Senior Engineer	\$145.00 per hour
Project Engineer	\$120.00 per hour
Senior Engineering Technician	\$80.00 per hour
Engineering Technician	\$65.00 per hour
Secretary/Clerical	\$60.000 per hour
Senior Surveyor & Mapper	\$145.00 per hour
Surveyor & Mapper	\$115.00 per hour
Survey Technician/CADD	\$90.00 per hour
SUE Project Manager	\$120.00 per hour
Senior Utility Coordinator	\$110.00 per hour
Field Crew Supervisor	\$100.00 per hour
3-Man Survey Crew	\$148.00 per hour
4-Man Survey Crew	\$193.00 per hour
Designation Crew	\$160.00 per hour
Excavation Crew	\$180.00 per hour





### STANDARD FEE SCHEDULE

Professional Engineering Consultant Services for Boca Ciega Bay Force Main Subaqueous Crossing

Contract No.: 134-0345-NC (RM)

October 27, 2014

Service Element	Unit	Cost Per Unit
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#### I. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	180.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	126.00
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

## **Exhibit A. Scope of Services**

### **1 - Project Management**

CONSULTANT will be responsible for general project administration, coordination, preparation of correspondence, meeting agenda and minutes, maintain project documentation and coordinate the services to be provided. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices and updated schedules and project status updates. CONSULTANT will prioritize keeping the project within budget and schedule.

### **2 - Kick Off Meeting**

CONSULTANT will convene a Kick Off Meeting with the COUNTY. It is anticipated that the COUNTY will provide CONSULTANT with a Notice to Proceed at the Kick Off Meeting. CONSULTANT will develop the agenda for the Kick Off Meeting with input from the COUNTY. The Kick Off Meeting will discuss and document the points of contact between the COUNTY and CONSULTANT, communication protocol, data requirements, the scope of work, project schedule, milestones and submittals, and other miscellaneous issues.

### **3 - Preliminary Engineering Report**

CONSULTANT will prepare a Preliminary Engineering Report (PER) for the project. The PER will discuss at least three options for installing the new FM with the existing remaining as a backup FM, the proposed alignment, methods for connecting to the existing upland force main, permitting requirements and constructability issues. In addition, a preliminary construction cost estimate will be provided. As part of the PER, the following work will be performed:

- 1) Identification of potential alignments for the proposed pipeline.
- 2) Identification of anticipated permanent and construction easements. This includes direct discussions with impacted property owners
- 3) Preparation of calculations :
  - a. supporting pipe selection,
  - b. stability analysis of the borehole
  - c. Heave/collapse analysis of the borehole
  - d. Pullback analysis
  - e. Pipe stress analysis
- 4) Identification of constructability issues
- 5) Identification of impact to Public
- 6) Identification of permit requirements
- 7) Development of the preliminary construction cost estimate.

The initial alignment work, including anticipated easement requirements will be summarized in a Technical Memorandum that will be submitted to the COUNTY for review. Once an alignment has been approved, detailed calculations will be performed supporting the pipe selection and the ability of the ground strata to support the pipeline installation by Horizontal Directional Drilling (HDD). This work along with previous work supporting the alignment selection and other issues identified above will be summarized in a Draft PER that will be submitted to the COUNTY for review. Within 10 working days of the submittal of the Draft PER, a review meeting with the COUNTY will be convened to receive comments from the COUNTY. Once comments are received, the PER will be finalized and will become the basis for preparing Construction Documents (Plans and Technical Specifications) as discussed in Task4.

The COUNTY will be responsible for obtaining title searches and title opinions from the State for all affected properties. CONSULTANT will provide survey services including mapping ownership deeds, easements and agreements for all affected properties and preparation of sketches and descriptions for temporary construction easements and permanent easements as required.

The CONSULT shall provide two copies of draft PER for review, one hard copy and one CD of final PER for record.

#### 4 - Development of Construction Plans and Technical Specifications

CONSULTANT will prepare construction plans and technical specifications for the Horizontal Directional Drill (HDD) installation of a new FM hydraulically equivalent to the existing 24" FM under Boca Ciega Bay and interconnections to the existing main on either side of the bay. CONSULTANT will prepare and provide geotechnical calculations of HDD design to the COUNTY for review. Construction plans will include plan and profile views. COUNTY specifications will be used to the fullest extent possible, however it is anticipated that CONSULTANT will develop the specification section (s) covering HDD. Design review submittals will be made at the 60%, 90% and Final design stages. Within 10 working days of a progress submittal, a review meeting with the COUNTY will be convened. The COUNTY shall provide the CONSULTANT with one electronic version of the COUNTY's standard Technical Specification after the acceptance of sixty percent (60%) design. It is anticipated that the COUNTY will use the 10 working days to review and comment on each respective progress submittal. Each progress submittal will include an opinion of probable construction cost.

CONSULTANT will assist the COUNTY with acquiring both permanent and temporary construction easements based on needs identified in the PER. CONSULTANT will provide the required easement legal descriptions and sketches to the COUNTY. COUNTY will be responsible for performing title searches. COUNTY will be responsible for acquiring the easements either through signed agreements with property owners or through condemnation.

At 60% design, the CONSULTANT shall submit design and construction schedules, and two (2) sets of drawings for review.

At 90% design, the CONSULTANT shall submit design and construction schedules, construction cost estimate, two (2) sets of drawings and two (2) copies of technical specifications for review.

At final design, the CONSULTANT shall submit construction schedule, construction cost estimate, three (3) sets of drawings and three (3) copies of technical specifications. The drawings and technical specifications shall be signed and sealed by CONSULTANT'S Florida registered professional engineer.

## 5 - Permitting

The CONSULTANT anticipates that authorizations will be needed from the Florida Department of Environmental Protection (FDEP) and the U.S. Army Corps of Engineers (USACE). It is anticipated that FDEP will authorize the project under a "De Minimis Exemption" in accordance with 373.406(6), Florida Statutes, and USACE will authorize the project under Nationwide Permit 12. CONSULTANT will schedule a permit pre-application meeting with FDEP to discuss the proposed project and permitting requirements for the Environmental Resource Permit (ERP) application.

CONSULTANT will determine the jurisdictional boundaries of wetlands and other surface waters found within the project area. During the delineation process, the boundaries of each wetland and other surface water within the project area will be staked or flagged with each stake/flag given a unique station identification number. CONSULTANT will survey the location of each stake/flag using a Florida-registered professional land surveyor and the resulting survey information used as supporting documentation for the Joint Application for Environmental Resource Permit/Section 404 Federal Dredge and Fill Permit.

CONSULTANT will review existing habitats and land uses located within and immediately adjacent to the project area. Upland and wetland communities will be field reviewed to assess their size, condition, and dominant vegetation. Boundaries of reviewed habitats will be mapped on aerial photographs of the project area.

CONSULTANT will assess the project area for the potential presence or use of the project area by state and federally listed species. CONSULTANT will coordinate with the U.S. Fish and Wildlife Service (FWS), National Marine Fisheries Service (NMFS), and Florida Fish and Wildlife Conservation Commission (FWC) to identify species potentially present in the project area under each agency's purview, the potential impacts to these species as a result of construction of the project, and measures to avoid or minimize impacts to listed species and their habitats.

CONSULTANT will perform an assessment of the existing site conditions and projected impacts as a result of construction of the project as they relate to Essential Fish Habitat (EFH) and the requirements of Magnuson-Stevens Fishery Conservation and Management Act. This assessment will include a description of EFH present within the project area and the effects the project will have on EFH and the marine/estuarine resources supported by EFH within the project area.

If deemed necessary by the County, CONSULTANT will develop a preliminary mitigation plan to offset unavoidable impacts to wetlands as a result of construction of the project. This information will be presented as a preliminary mitigation plan within the Joint Environmental Resource Permit/Section 404 Permit application package. Upon approval of the preliminary mitigation plan by the reviewing agencies, CONSULTANT will either negotiate the purchase of wetland mitigation credits from an approved wetland mitigation bank, or develop mitigation construction plans, specifications, general and specific notes, etc. needed to construct the approved plan. This will be considered as CONTINGENCY SERVICE.

CONSULTANT will develop written texts, graphics, drawings, etc. necessary for inclusion within the "Joint Application for Environmental Resource Permit/Section 404 Federal Dredge and Fill Permit" for the project. This application package will be submitted to the FDEP and USACE, along with the appropriate application processing fees.

CONSULTANT will respond to up to two (2) requests each for additional information from the FDEP and USACE. For each RAI, URS will prepare a draft response for review and comment by the COUNTY. Upon receipt of comments from the COUNTY, the draft RAI response will be edited and a final RAI response will be submitted to the requesting agency.

CONSULTANT will provide the COUNTY with environmental permit compliance during construction of the project. This includes interpretation and explanation of permit conditions and criteria to the COUNTY and construction CONTRACTOR. CONSULTANT's Engineer of Record will attend the following meetings with the COUNTY and CONTRACTOR as part of this subtask:

- One (1) pre-bid meeting,
- One (1) pre-construction site visit, and
- No less than ten (10) site visits during construction.

CONSULTANT will assist the COUNTY in closing out the construction phase of the environmental permits for the project and transferring them to operation phase. This includes the preparation and submittal of construction completion notices and coordination with the permitting agencies for submittal of post-construction surveys and as-built drawings.

**EXHIBIT B**  
**PINELLAS COUNTY**  
**Boca Ciega Subaqueous HDD Crossing**  
**134-0345-NC**  
**February 27, 2015**

**Staffing, Fee Schedule, Estimated Man-hours, and Project-Related Expenses**

Task #	Task Description	Project Manager	Senior Geotechnical Engineer	Senior Geologist	Senior Environmental Engineer	Project Environmental Engineer	Senior Designer	Administrative/ Clerical	Senior Construction Inspector	Total Man-hours	Total Labor Costs	Project-Related Expenses	Sub-consultant	Total Fees and Expenses	Rounded Lump Sum Fees and Expenses
3.1.1	Project Management	16	4	0	40	8	0	8	0	76	\$11,032	\$0	---	\$11,032	\$11,000
3.1.2	Kick Off Meeting	4	0	0	4	4	0	2	4	18	\$2,294	\$0	---	\$2,294	\$2,300
3.1.3	Preliminary Engineering Report	16	100	120	72	140	120	16	24	608	\$86,648	\$2,000	\$154,791	\$243,439	\$243,400
3.1.4	Development of Const Plans and Tech Specs	32	106	120	80	80	200	8	24	650	\$93,900	\$2,000	---	\$95,900	\$95,900
3.1.5	Permitting	8	0	0	40	100	20	8	0	176	\$19,980	\$2,000	---	\$21,980	\$22,000
3.2	Bidding Phase Assistance	8	0	0	24	36	0	4	4	76	\$9,284	\$500	---	\$9,784	\$9,800
3.3	Limited Services During Construction	16	40	40	80	120	32	24	560	912	\$102,280	\$2,000	---	\$104,280	\$104,300
5	Presentations, Public Meetings and Tech Liaison	10	0	0	16	16	24	8	0	74	\$8,958	\$2,000	---	\$10,958	\$11,000
---	Total Man-hours	110	250	280	356	504	396	78	616	2,550	---	---	---	---	---
---	Total Fees	\$21,450	\$49,500	\$54,320	\$50,908	\$50,400	\$41,580	\$5,850	\$60,388		\$334,376	\$10,500	\$154,791	\$499,667	\$499,700
---	Contingency (10 Percent)														\$50,000
<b>TOTAL LUMP SUM</b>															<b>\$549,700</b>

OTHER DIRECT COSTS SUMMARY		
Description	Subconsultant	Cost
Surveyor/SUE	C&F	\$50,000.00
Geotechnical	MCS	\$104,791.00
<b>Total</b>		<b>\$154,791.00</b>