

***PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.***



**DESIGN BUILD SERVICES AGREEMENT**

**RFP TITLE: Design Build – Pinellas Trail Loop North Segment  
Shared Use Non-Motorized (SUN) Trail Program**

**RFP CONTRACT NO. 167-0071-NC (SS)**

**DESIGN BUILD FIRM: Cone & Graham, Inc.**

**AGREEMENT PREPARED BY  
Department of Public Works**

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## DESIGN BUILD AGREEMENT

PINELLAS COUNTY, FLORIDA, ("Owner") by and through THE BOARD OF COUNTY COMMISSIONERS hereby contracts with **Cone & Graham, Inc.**, ("Design Builder") of Tampa, Florida, a Florida corporation authorized and licensed to do business in the State of Florida, to perform all work and services in connection with the design and construction of the **Pinellas Trail Loop North Segment – Shared-Use Non-Motorized (SUN) Trail Program Proposal No.: 167-0071-NC (SS) Project**"), as said work and services is set forth in this Agreement, the Plans and Specifications to be prepared by or for Design Builder as hereafter provided and all other Contract Documents hereafter specified (the "Work").

Owner and Design Builder, for the consideration herein set forth, agree as follows:

### Section 1. Contract Documents.

A. The Contract Documents consist of this Agreement, the Design Criteria Package, the Exhibits described in Section 6 hereof, the Public Notice/Legal Advertisement, and any duly executed and issued addenda, Change Orders, Work Directive Changes, Field Orders and amendments relating thereto. Further, the term Contract Documents shall include all plans and specifications for the construction of the Project ("Construction Documents") to be prepared by or for Design Builder, but only after said Construction Documents have been completed and approved in writing by Owner. All of the foregoing Contract Documents are incorporated by reference and made a part of this Agreement (all of said documents including the Agreement sometimes being referred to herein as the "Contract Documents" and sometimes as the "Agreement" and sometimes as the "Contract"). A copy of the Contract Documents shall be maintained by Design Builder at the Project site at all times during the performance of the Work.

B. Design Builder shall furnish Owner one (1) sealed copy, one (1) reproducible set, and one (1) CD of the Contract Documents. All copies of the Construction Documents required by Design Builder for execution of the Work shall be made by Design Builder at Design Builder's sole cost and expense. Upon the completion or termination of this Agreement, as directed by Owner, Design Builder shall deliver to Owner copies or originals, as required by the Owner, of all records, documents, drawings, notes, tracings, plans, Auto CAD files, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by or for Design Builder under this Agreement ("Project Documents"). Design Builder shall be solely responsible for all costs associated with delivering to Owner the Project Documents. Design Builder, at its own expense, may retain copies of the Project Documents for its files and internal use. Notwithstanding anything in this Agreement to the contrary and without requiring Owner to pay any additional fees, Design Builder hereby grants Owner a nonexclusive, irrevocable license in all of the Project Documents for Owner's use on this Project. Design Builder warrants to Owner that it has full right and authority to grant this license to Owner. Further, Design Builder consents to Owner's use of the Project Documents to complete the Project following Design Builder's termination for any reason or to perform reconstruction, additions to or remodeling or renovations of the Project.

C. Nothing contained in the Contract Documents shall create a contractual relationship between Owner and any third party; however, it is agreed that Owner is an intended third party beneficiary of all contracts for design and engineering services, all subcontracts, purchase orders and other agreements relating to the Project between Design Builder and third parties. Design Builder shall incorporate the obligations of this Contract into its respective consultant agreements, subcontracts, supply agreements and purchase orders.

## **Section 2. Scope of Work.**

The scope of the Work to be performed by Design Builder herein includes the design and construction as set out and described in the Contract Documents, including but not limited to all labor, services, materials and equipment as may be required to complete the Work in compliance with the Contract Documents.

This Project consists of the design, permitting, and construction of Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail from John Chesnut Park to Enterprise Road. The approximate alignment for this section is as shown in the attached Pinellas Trail Loop Alternate Alignment Study.

The Project consists of two phases, referred to herein as Phase 1- Parts 1 and 2 and Phase 2. Phase 1- Parts 1 and 2, described more specifically in the attached Exhibit O, will include the following sub-phases: Program Verification, Conceptual Design, Design Development, preparation of 60% complete Construction Documents, completion of the Permit Phase and development of the Guaranteed Maximum Price proposal. Phase 2, described more specifically in the attached Exhibit P, if authorized, will include the preparation of 100% Complete Construction Documents, and the construction of the Project. Identified within Exhibit S are key personnel of the Design Builder's subconsultants. Design Builder shall require all subconsultants to agree that any such key personnel who are assigned to the Project shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

## **Section 3. Contract Amount.**

In consideration of the faithful performance by Design Builder of the covenants in this Agreement to the full satisfaction and acceptance of Owner, Owner agrees to pay, or cause to be paid, to Design Builder the following Phase 1- Parts 1 and 2 Fee and Guaranteed Maximum Price amounts (collectively herein "Contract Amount"), in accordance with the terms of this Agreement:

A. **Phase 1-Parts 1 and 2.** For all Phase 1-Parts 1 and 2 Services, including, but not limited to, preparation of the 60% complete Construction Documents, providing value engineering services, reviewing Construction Documents for constructability, assisting and meeting with the Owner during the various design sub phases, preparing cost estimates and schedules, and providing the Guaranteed Maximum Price proposal. Design Builder shall receive the fixed amount of **\$1,599,461.80** ("Phase 1- Parts 1 and 2 Fee") as the total lump sum compensation for all Phase 1 Services. Said lump sum amount shall be paid in accordance with the Phase 1- Parts 1 and 2 Compensation Schedule attached hereto as Exhibit Q.

The Guaranteed Maximum Price proposal shall be based upon the previous cost estimates provided by Design Builder as required hereunder. Further, the Guaranteed Maximum Price proposal shall be broken down into the categories and level of detail required by Owner. Design Builder agrees that all of its books, records and files, with respect to its development of the Guaranteed Maximum Price proposal, shall be open to Owner for review, examination and copying during normal business hours. The Guaranteed Maximum Price proposal shall include general condition expenses specified in the Guaranteed Maximum Price Amendment, and a profit markup not to exceed 5%. The Guaranteed Maximum Price shall be mutually agreed upon by Owner and Design Builder and shall be set forth in the Guaranteed Maximum Price Amendment. The form for the Guaranteed Maximum Price Amendment is attached hereto as Exhibit N. Design Builder guarantees that in no event shall the Design Builder's total compensation exceed the Guaranteed Maximum Price, as the Guaranteed Maximum Price may be adjusted pursuant to the terms herein for Change Orders and Construction Change Directives.

B. **Phase 2.** With respect to Phase 2 Services to be provided by Design Builder hereunder, Owner shall pay Design Builder the fixed Guaranteed Maximum Price amount to be established in the Guaranteed Maximum Price Amendment to the Agreement provided in Phase 1. In the event Design Builder and Owner fail to reach an agreement on the Guaranteed Maximum Price Amendment, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1- Parts 1 and 2 Services earned through the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed.

#### **Section 4. Bonds.**

A. Concurrent with its execution of the Guaranteed Maximum Price Amendment, Design Builder shall provide Performance and Payment Bonds, in the form prescribed in Exhibit A, in the amount of 100% of the Guaranteed Maximum Price, the costs of which are to be paid by Design Builder. The Performance and Payment Bonds shall be underwritten by a surety authorized to do business in the State of Florida and otherwise acceptable to Owner; provided, however, the surety shall meet the requirements of the Department of the Treasury Fiscal Service, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies" circular. This circular may be accessed via the web at [www.fms.treas.gov/c570/c570.html](http://www.fms.treas.gov/c570/c570.html). Performance and Payment bonds shall be provided in accordance with Section 337.18(1), F.S. Should the Contract Amount be less than \$500,000, the requirements of Section 287.0935, F.S. shall govern the rating and classification of the surety.

B. If the surety for any bond furnished by Design Builder is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Design Builder shall, within five (5) calendar days thereafter, substitute at its cost and expense another bond and surety, both of which shall be subject to the Owner's approval.

C. At the time Design Builder executes this Agreement, Design Builder shall deliver to Owner proof, reasonably acceptable to Owner, of Design Builder's ability to deliver the Performance and Payment bonds required hereunder.

#### **Section 5. Contract Time and Liquidated Damages.**

A. Time of Performance. Time is of the essence in the performance of the Work under this Agreement. The "Phase 1 Commencement Date" shall be established in the written Notice to Proceed to be issued by the Project Manager, as hereinafter defined. Design Builder shall commence the Phase 1 Services portion of the Work within five (5) calendar days from the Phase 1 Commencement Date. Any Work performed by Design Builder prior to the Phase 1 Commencement Date shall be at the sole risk of Design Builder. The "Phase 2 Commencement Date" shall be established in the Guaranteed Maximum Price Amendment, except to the extent otherwise agreed to in writing by Owner. Design Builder shall commence the Phase 2 Services portion of the Work within five (5) calendar days after the Phase 2 Commencement Date. No portion of the Work, with respect to the Phase 2 Services to be provided hereunder shall be performed prior to the Phase 2 Commencement Date, unless expressly approved in advance by Owner in writing. The total period of time beginning with the Phase 2 Commencement Date and ending on the date of Substantial Completion of the Work is referred to hereafter as the "Contract Time". The Contract Time is further discussed in Paragraph B below.

B. Because the Work is to be completed in two phases (i.e. Phase 1 and Phase 2), the timely completion of Phase 1 is critical to the timely completion of Phase 2 and, therefore, completion of the entire Project. Accordingly, Design Builder agrees to provide the Phase 1 Services in accordance with Exhibit O. With respect to the Phase 2 Services, the Guaranteed Maximum Price Amendment shall include the date that portion of the Work associated with the Phase 2 Services must be substantially completed by Design Builder. That Substantial Completion date shall be established in terms of calendar days after the Phase 2 Commencement Date. In the event Design Builder and Owner fail to reach an agreement on the Contract Time and the Substantial Completion date, Owner may elect to terminate this Contract. In the event of any such termination, Design Builder shall be entitled to receive that portion of the Contract Amount attributable to the Phase 1 Services earned to the date of termination plus that portion of any earned compensation associated with any Phase 2 Services provided, to the extent such services were expressly approved in advance and in writing by Owner; but Design Builder shall not be entitled to any further or additional compensation from Owner, including but not limited to damages or lost profits on portions of the Work not approved or performed. Substantial Completion of the Work shall be achieved when the Work has been completed to the point where Owner can occupy or utilize the Work for its intended purpose. The entire Work shall be fully completed and ready for final acceptance by Owner within sixty (60) calendar days after the Substantial Completion Date. Final Completion shall occur when the Agreement is completed in its entirety, is accepted by the Owner as complete and is so stated by the Owner as completed. As used herein and throughout the Contract Documents, the phrase "Project Manager" refers to the Owner's duly authorized representative and shall mean the Division Administrator or Department Director, as applicable, acting directly or through duly authorized representatives.

C. Liquidated Damages in General. Owner and Design Builder recognize that, since time is of the essence for this Agreement, Owner will suffer financial loss if the Work associated with the Phase 2 is not substantially completed within the Contract Time specified in the Guaranteed Maximum Price Amendment, as said time may be adjusted as provided for herein. In such event, the total amount of Owner's damages, will be difficult, if not impossible, to definitely ascertain and quantify. Should Design Builder fail to achieve Substantial Completion within the number of calendar days established herein, Owner shall be entitled to assess, as liquidated damages, but not as a penalty, One Thousand-Eight Hundred and Eighty Four dollars **(\$1,884.00)** for each calendar day thereafter until Substantial Completion is achieved. Further, after Substantial Completion has been achieved, but Design Builder fails thereafter to achieve Final Completion within the required time period, Owner shall be entitled to assess and Design Builder shall be liable for all actual damages incurred by Owner as a result of such failure. The Project shall be deemed to be substantially completed on the date the Design Professional issues a Certificate of Substantial Completion (after a Certificate of Occupancy has been issued by the local building official) pursuant to the terms hereof. Design Builder hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the Owner's actual damages at the time of contracting if Design Builder fails to Substantially or Finally Complete the Work within the required time periods.

D. Computation of Time Periods. When any period of time is referenced by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

E. Determination of Number of Days of Default. For all contracts, regardless of whether the Contract Time is stipulated in calendar days or working days, the Owner will count default days in calendar days.

E. Right of Collection. The Owner has the right to apply any amounts due Design Builder under this Agreement or any other agreement between Owner and Design Builder, as payment on such liquidated damages due under this Agreement in Owner's sole discretion. Notwithstanding anything herein to the contrary, Owner retains its right to liquidated damages due under this Agreement even if Design Builder, at Owner's election and in its sole discretion, is allowed to continue and to finish the Work, or any part of it, after the expiration of the Contract Time including granted time extensions.

F. Completion of Work by Owner. In the event Design Builder defaults on any of its obligations under the Agreement and Owner elects to complete the Work, in whole or in part, through another Design Builder or its own forces, the Design Builder and its surety shall continue to be liable for the liquidated damages under the Agreement until Owner achieves Substantial and Final Completion of the Work. Owner will not charge liquidated damages for any delay in achieving Substantial or Final Completion as a result of any unreasonable action or delay on the part of the Owner.

G. Final Acceptance by Owner. The Owner shall consider the Agreement complete when the Design Builder has completed in its entirety all of the Work and the Owner has accepted all of the Work and notified the Design Builder in writing that the Work is complete. Once the Owner has approved and accepted the Work, Design Builder shall be entitled to final payment in accordance with the terms of the Contract Documents.

H. Recovery of Damages Suffered by Third Parties. Design Builder shall be liable to Owner to the extent Owner incurs damages from a third party as a result of Design Builder's failure to fulfill all of its obligations under the Contract Documents. Owner's recovery of any delay related damages under this Agreement through the liquidated damages does not preclude Owner from recovering from Design Builder any other non-delay related damages that may be owed to it arising out of or relating to this Agreement.

## **Section 6. Exhibits Incorporated.**

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A:	Performance and Payment Bond Forms
Exhibit B:	Insurance Requirements
Exhibit C:	Release and Affidavit Form
Exhibit D:	Design Builder Application for Payment Form
Exhibit E:	Change Order Form
Exhibit F:	Certificate of Substantial Completion Form
Exhibit G:	Final Payment Checklist
Exhibit H:	General Terms and Conditions
Exhibit I:	Supplemental Terms and Conditions
Exhibit J:	Design Criteria Package
Exhibit K:	Permits
Exhibit L:	Phase 1 and Phase 2 Project Design Milestones and Deliverables - Not Applicable
Exhibit M:	Design Professional, Engineers, & Contractor
Exhibit N:	Guaranteed Maximum Price Amendment Agreement Form
Exhibit O:	Scope of Phase 1 Services
Exhibit P:	Scope of Phase 2 Services
Exhibit Q:	Phase 1 Compensation Schedule
Exhibit R:	Truth-in-Negotiation Certificate
Exhibit S:	Design Builder's Key Personnel
Exhibit T:	Stored Materials Record
Exhibit U:	General Conditions Categories
Exhibit V:	Title VI Assurances
Exhibit W:	Additional Construction Terms and Conditions
Appendix 1:	Scope of Services

## **Section 7. Notices**

A. All notices required or made pursuant to this Agreement by the Design Builder to the Owner shall be deemed duly served if delivered by U.S. Mail or private delivery service, addressed to the following:

### **If to the Owner:**

Ken Jacobs  
Transportation Division Director, Public Works  
22211 U.S. Hwy 19  
Clearwater, Florida

### **With a copy to:**

Pinellas County Public Works Transportation Engineering Section  
Nancy McKibben, MPA, CPM, Project Manager  
14 S. Ft. Harrison Ave., 6<sup>th</sup> Fl  
Clearwater, Florida 33756  
Tel: 727-464-4812  
nmckibben@pinellascounty.org

### **If to the Design Builder:**

**Rusty Birchall, Construction Project Manager**  
**Cone and Graham, Inc.**  
**5101 Cone Road**  
**Tampa, FL 33610**  
**T: 813.623.2856**  
**rbirchall@conegraham.com**

B. Either party may change its above noted address by giving ten (10) days written notice to the other party in accordance with the requirements of this Section.

**Section 8. Modification.**

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

**Section 9. Successors and Assigns.**

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

**Section 10. Governing Law and Venue.**

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida. In the event of any dispute by and between the parties, the exclusive jurisdiction and venue for any such proceeding shall be Pinellas County, Florida.

**Section 11. No Waiver.**

The failure of the Owner to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

**Section 12. Entire Agreement.**

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

**Section 13. Severability.**

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

**Section 14. Change Order Authorization.**

The Project Manager shall have the authority on behalf of the Owner to execute all Change Orders and Work Directive Changes to the Agreement to the extent provided for under the Owner's Purchasing Policy and accompanying administrative procedures and paragraph 10.6 and 33.2 of Exhibit H, General Terms and Conditions.

**Section 15. Construction.**

Any doubtful or ambiguous language contained in this Agreement shall not be construed against the party who physically prepared this Agreement. The rule sometimes referred to as "fortius contra proferentum" (pursuant to which ambiguities in a contractual term which appears on its face to have been inserted for the benefit of one of the parties shall be construed against the benefited party) shall not be applied to the construction of this Agreement.

**Section 16. Order of Precedence**

In the event of any conflict between or among the terms of any of the Contract Documents, the following order of precedence shall be followed:

- Change Orders
- Addendums
- Special Technical Specifications
- Supplemental Specifications
- Exhibit N, Guaranteed Maximum Price Amendment
- General Terms and Conditions except the terms of any Supplemental Conditions shall take precedence over the Construction Agreement and the General Terms and Conditions.
- County Standard Specifications
- Large Scale Details and Schedules
- The Drawings



To the extent any conflict in the terms of the Contract Documents cannot be resolved by application of the Order of Precedence, Supplemental Conditions, if any, shall take precedence or the conflict shall be resolved by imposing the more strict or costly obligation under the Contract Documents upon the Design Builder at Owner's discretion.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date(s) indicated below.

DESIGN BUILDER: Cone & Graham, Inc.

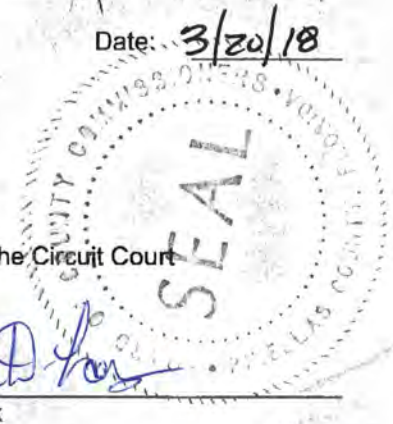
PINELLAS COUNTY, by and through its Board of County Commissioners

By: [Signature]  
Print Name: Robert G. Graham  
Title: President  
Date: 2-19-2018

By: [Signature: Kenneth T. Welch]  
Chairman  
Date: 3/20/18

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: [Signature: Kenneth D. Burke]  
Deputy Clerk  
Date: 3-10-18



APPROVED AS TO FORM

By: [Signature: Barry A.]  
Office of the County Attorney

EXHIBIT A

BOND NO. \_\_\_\_\_

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,

And \_\_\_\_\_, as Surety,

located at:

\_\_\_\_\_  
(Business Address)

are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County, Florida, as Obligee in the sum of

\$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_) for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for **BID NO.** 167-0071-NC (SS), in accordance with drawings and specifications, which contract is incorporated by reference and made a part hereof, and is referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; then this bond is void; otherwise it remains in full force.
4. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.
5. The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.
6. This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

BOND NO. \_\_\_\_\_

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered in the presence of:

PRINCIPAL:

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

Witness as to Principal

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

Witness as to Surety

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

Witness as to Surety

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

**-OR-**

\_\_\_\_\_

Witness as to Attorney In Fact

\_\_\_\_\_

(Signature As Attorney In Fact)

(Attach Power of Attorney)

\_\_\_\_\_

Witness as to Attorney In Fact

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

(Telephone Number)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ by  
\_\_\_\_\_

\_\_\_\_\_ of \_\_\_\_\_, a  
\_\_\_\_\_ Corporation on behalf of the Corporation. He/She is  
personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

PAYMENT BOND

BY THIS BOND, We, \_\_\_\_\_

(hereinafter called the ("Principal") and \_\_\_\_\_

(hereinafter called the ("Surety"), located at \_\_\_\_\_

a surety insurer chartered and existing under the laws of the State of \_\_\_\_\_ and authorized to do business in the State of Florida, are held and firmly bound unto Pinellas County Board of County Commissioners, Pinellas County (hereinafter called the "Owner") in the sum of

\$ \_\_\_\_\_

\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and Owner have reached a mutual agreement (hereinafter referred to as the "Contract") for **BID NO. 167-0071-NC (SS)**, said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Owner for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the Owner sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Owner of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Owner or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

BOND NO. \_\_\_\_\_

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_

(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney)

Signed, sealed and delivered

PRINCIPAL:

In the presence of:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_

(Print Name)

\_\_\_\_\_

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_

(Title)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Business Address)



STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

SURETY:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

**-OR-**

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Signature As Attorney In Fact)

(Attach Power of Attorney)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF FLORIDA

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_

of \_\_\_\_\_, a \_\_\_\_\_

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: \_\_\_\_\_

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My commission expires: \_\_\_\_\_

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### 1. INSURANCE:

- a) If Design Builder does not currently meet insurance requirements, Design Builder shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Within 10 days of **contract award** and prior to commencement of work, Design Builder shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Design Builder include the unique identifier, which will be supplied by the County's Purchasing Department. 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 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) 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(s) 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(s) 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 endorsement(s), at any time during the contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Design Builder and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County, a political subdivision of the State of Florida, State of Florida Department of Transportation, Duke Energy Transmission, Duke Energy Distribution, Clearwater Gas, Verizon, WOW, Bright House – Manatee, Bright-House Networks, LLC, and Tampa Bay Water as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Design Builder to the County and the State of Florida Department of Transportation at least thirty (30) days prior to the expiration date.
  - (1) Design Builder shall also notify County and the State of Florida Department of Transportation within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change(s) in Policies or coverages required herein that would cause Design Builder to become out of compliance with the insurance requirements and terms described herein; received by said Design Builder from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; Nothing contained herein shall absolve Design Builder of this requirement to provide notice.
  - (2) Should the Design Builder, 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, Duke Energy, and FDOT and charge the Design Builder for such purchase or offset the cost against amounts due to Design Builder for services completed. 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.
- f) 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.
- g) If subcontracting is allowed under this Agreement, the Design Builder shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

- (1) All subcontracts between Design Builder 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 Design Builder to the same extent Design Builder 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 Design Builder to the County at the election of Owner upon termination of the Contract; (3) provide that Pinellas County, and the State of Florida Department of Transportation, will be an additional indemnified party of the subcontract; (4) provide that the Pinellas County, a political subdivision of the State of Florida, The State of Florida Department of Transportation, Duke Energy Transmission, Duke Energy Distribution, Clearwater Gas, Verizon, WOW, Bright House – Manatee, Bright-House Networks, LLC, and Tampa Bay Water 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 Pinellas County and The State of Florida Department of Transportation 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. Design Builder 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 Exhibit B and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The named insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Design Builder is a Joint Venture, Certificate of Insurance and named insured must show Joint Venture legal entity name and the Joint Venture must comply with the requirements of this Agreement with regard to limits, terms and conditions, including completed operations coverage.
  - (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) Any Certificate(s) 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(s) of Insurance. The County shall have the right, but not the obligation to determine that the Design Builder is only using employees named on such list to perform work for the County. Should employees not named be utilized by Design Builder, 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 Design Builder to be in default and take such other protective measures as necessary.
  - (7) Design Builder will ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
  - (8) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County and the State of Florida Department of Transportation from both the Design Builder and subcontractor(s).

i) Pursuant to Section 14. of the FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT between The State of Florida Department of Transportation and Pinellas County the minimum insurance requirements and limits 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:

(1) Workers' Compensation Insurance

Limit Florida Statutory

Employers' Liability Limits

Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

(2) Commercial General Liability Insurance (ISO FORM CG 00 01 or no less restrictive than the latest occurrence form) including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. There shall be no Explosion, Collapse or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig or boom exclusion. Policy must include Project Specific General Aggregate Limit endorsement CG 25 03 or similar.

Limits

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

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

Limit

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

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$4,000,000
General Aggregate	\$4,000,000

(5) Property Insurance Design Builder will be responsible for all damage to its own property, equipment and/or materials.

- (6) 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", Design Builder 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.

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

- (7) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000
General Aggregate	\$2,000,000

**For herbicide and pesticide spraying operations only**, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

**EXHIBIT C**

**RELEASE AND AFFIDAVIT FORM**

COUNTY OF \_\_\_\_\_ )  
STATE OF FLORIDA)

Before me, the undersigned authority, personally appeared \_\_\_\_\_  
\_\_\_\_\_ who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of \$ \_\_\_\_\_ paid,  
\_\_\_\_\_ ("Design Builder") releases and waives for itself and it's subcontractors,  
material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort,  
against the Board of County Commissioners of Pinellas County, Florida, relating in any way to the performance of the  
Agreement between Design Builder and Owner dated \_\_\_\_\_, 20\_\_ for the period from  
\_\_\_\_\_ to \_\_\_\_\_, excluding all retainage withheld and any pending claims or  
disputes as \_\_\_\_\_ expressly specified as follows:  
\_\_\_\_\_.

(2) Design Builder certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for  
labor, materials, supplies, lands, licenses and other expenses for which Owner might be sued or for which a lien or a demand  
against any payment bond might be filed, have been fully satisfied and paid.

(3) To the maximum extent permitted by law, Design Builder agrees to indemnify, defend and save harmless Owner from  
all demands or suits, actions, claims of liens or other charges filed or asserted against the Owner arising out of the  
performance by Design Builder of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Design Builder's [monthly/final] Application for Payment No.  
\_\_\_\_\_.

DESIGN BUILDER

BY: \_\_\_\_\_

ITS: \_\_\_\_\_ President

DATE: \_\_\_\_\_

Witnesses

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of  
\_\_\_\_\_, a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is  
personally known to me or has produced \_\_\_\_\_ as identification and did  
(did not) take an oath.

My Commission Expires:

\_\_\_\_\_  
(Signature of Notary)

NAME: \_\_\_\_\_  
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of \_\_\_\_\_  
Commissioner No.: \_\_\_\_\_



**EXHIBIT D**

**FORM OF CONTRACT APPLICATION FOR PAYMENT (PHASE 1)**

**FORM OF CONTRACT APPLICATION FOR PAYMENT**

\_\_\_\_\_ (County Project Manager) Contract No. \_\_\_\_\_

\_\_\_\_\_ (County Department)

Pinellas County Board of County Commissioners (the OWNER)

Project No. \_\_\_\_\_

Application Date \_\_\_\_\_

Payment Application No. \_\_\_\_\_

FROM: \_\_\_\_\_ (Design Builder's Representative) \_\_\_\_\_ (Design  
Builder's Name)

\_\_\_\_\_ (Design Builder's Address)

RE: \_\_\_\_\_ (Project Name)

Original Contract Time \_\_\_\_\_ Revised Contract Time \_\_\_\_\_

Original Contract Amount \$ \_\_\_\_\_

Total Net Changes \$ \_\_\_\_\_

Revised Contract Amount: \$ \_\_\_\_\_

Total Completed and Stored to Date \$ \_\_\_\_\_

Less Previously Paid \$ \_\_\_\_\_

**AMOUNT DUE THIS APPLICATION:** \$ \_\_\_\_\_

Percent Work completed to Date: \_\_\_\_\_ %

Percent Contract Time completed to Date \_\_\_\_\_ %

Liquidated Damages to be Accrued \$ \_\_\_\_\_

**ATTACH SCHEDULE OF VALUES AND ACCOMPANYING DOCUMENTATION TO THIS APPLICATION**

\_\_\_\_\_  
**From (Contractor Name)**

\_\_\_\_\_  
**Pinellas County Department**

**Payment Application Number**

**Purchase Order Number**

**Payment Period From:** \_\_\_\_\_ to \_\_\_\_\_

CHANGE ORDER SUMMARY			
Change Order #	Date Approved	Additions	Deductions
TOTAL			
NET CHANGE			

**PAYMENT SUMMARY**

Original Agreement Amount	\$ _____
Net Change by Change Order	\$ _____
Agreement Sum to Date	\$ _____
Total Completed to Date	\$ _____
Stored Materials to Install	\$ _____
TOTAL	\$ _____
Retainage _____ %	
Total Earned Less Retainage	\$ _____
Less Previous Payments	\$ _____
Current Payment Due	\$ _____

I certify that the payment requested is in accordance with the terms of the agreement dated \_\_\_\_\_ and that previous payments have been used to pay obligations for materials supplied and work performed in conjunction with this project. In accordance with the contract documents and in consideration of \_\_\_\_\_ paid. \_\_\_\_\_ ("Contractor") releases and waives for itself and its subcontractors, materialmen, successors, and assigns, all claims demands, damages, costs and expenses, whether in Agreement or in tort, against the Board of County Commissioners of Pinellas County, Florida, Ex Officio the governing Board of the Pinellas County ("County") relating in any way to the performance of the agreement between contractors and owner, dated \_\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_.

**APPLICATION FOR PAYMENT APPROVED BY:**

\_\_\_\_\_  
**Consultant or Design Professional/Engineer of Record**

\_\_\_\_\_  
 Pinellas County \_\_\_\_\_ (Dept) **Engineering Project Manager**

\_\_\_\_\_  
 Pinellas County **Public Works**

\_\_\_\_\_  
 Director of \_\_\_\_\_ (Dept)

\_\_\_\_\_  
**Contractor**

\_\_\_\_\_  
**Date**

DESIGN BUILDER'S CERTIFICATION: The undersigned DESIGN BUILDER certifies that: (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of DESIGN BUILDER incurred in connection with Work covered by any and all prior Applications for Payment; (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER); (3) all amounts have been paid for work which previous payments were issued and received from the OWNER and that current payment is now due; and (4) DESIGN BUILDER has only included amounts in this Application for Payment properly due and owing and DESIGN BUILDER has not included within the above referenced amount any claims for unauthorized or changed Work that has not been properly approved by Owner in writing and in advance of such Work.

By DESIGN BUILDER: \_\_\_\_\_ (Design Builder's Name)

\_\_\_\_\_  
(Signature) Date \_\_\_\_\_

\_\_\_\_\_  
(Type Name & Title)  
(shall be signed by a duly authorized representative of DESIGN BUILDER)

SWORN TO (or affirmed) and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ of Cone & Graham, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed Name)

NOTARY PUBLIC, STATE OF FLORIDA

\_\_\_\_\_  
(Commission Expiration Date)

Payment to the DESIGN BUILDER for the above AMOUNT DUE THIS APPLICATION is approved:

By OWNER'S Project Manager: \_\_\_\_\_  
(Signature)

Date: \_\_\_\_\_  
(Type Name and Title)

**EXHIBIT E**  
**CHANGE ORDER**

CHANGE ORDER NO. \_\_\_\_\_

CONTRACT NO. \_\_\_\_\_

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DATE: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NO.: \_\_\_\_\_

Under our AGREEMENT dated \_\_\_\_\_.

\*\*\*\*\*

You hereby are authorized and directed to make the following change(s) in accordance with terms and conditions of the Agreement:

For the (Additive) (Deductive) Sum of: \_\_\_\_\_ (\$ \_\_\_\_\_).

Original Agreement Amount	\$ _____
Sum of Previous Changes	\$ _____
This Change Order (Add) (Deduct)	\$ _____
Present Agreement Amount	\$ _____

The time for completion shall be (increased/decreased) by \_\_\_\_\_ calendar days due to this Change Order. Accordingly, the Contract Time is now \_\_\_\_\_ (\_\_\_\_\_) calendar days and the Substantial Completion date is \_\_\_\_\_. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions as contained in our Agreement indicated above, as fully as if the same were repeated in this acceptance. The adjustment, if any, to the Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay costs.

Accepted: \_\_\_\_\_

**EXHIBIT F**

**CERTIFICATE OF SUBSTANTIAL COMPLETION**

---

Project Name:	County Project No.:
Project Owner:	County's Bid No.:
Project Contractor:	Date of Contract:

**This Certificate of Substantial Completion Applies to:**

\_\_\_\_\_ All work under the Contract Documents:          \_\_\_\_\_ The following specific portions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date of Substantial Completion

The Work performed under this Contract has been reviewed and found that the County appears to have substantial use of the project area. The Date of Substantial Completion of the Project or portion thereof designated above will be recommended to the Board of County Commissioners for purposes of establishing a date associated with liquidated damages and does not constitute a final acceptance of the Work.

Once the Contractor has performed their own quality control inspection, and upon written request from the Contractor, the County will perform a walk through inspection and develop a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties will be the date of final payment unless otherwise defined in the contract.

Should the Contractor fail to complete the items identified on the list within \_\_\_\_\_ days of receiving the list from the County, the recommendation of Substantial Completion may be withdrawn and the Contractor will be subject to liquidated damages as defined in the Contract and/or determined by the Board of County Commissioners.

**The responsibilities between COUNTY and CONTRACTOR for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be provided in the Contract Documents except as amended as follows:**

\_\_\_\_\_ Amended Responsibilities                          \_\_\_\_\_ Not Amended

County's Responsibilities:  
\_\_\_\_\_  
\_\_\_\_\_

Contractor's Responsibilities:  
\_\_\_\_\_  
\_\_\_\_\_

The following documents are attached to and made part of this certificate:  
\_\_\_\_\_  
\_\_\_\_\_

**This certificate does not constitute a final acceptance of the Work nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents, regardless if the items were excluded from the list of items to be completed or corrected from the County's inspection activities/walk through. The agreement/contract will be considered complete when all Work has been completed as determined by the Engineer and has been accepted by the Board of County Commissioners.**

\_\_\_\_\_  
Prepared by Pinellas County Construction Project Administrator                          Date

\_\_\_\_\_  
Accepted by Contractor    Date

\_\_\_\_\_  
Accepted by PC Construction Management Division    Date

**EXHIBIT G**

**FINAL PAYMENT CHECKLIST**

Bid No.: \_\_\_\_\_ Project No.: \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_\_  
Design Builder: \_\_\_\_\_

The following items have been secured by the \_\_\_\_\_  
for the Project known as \_\_\_\_\_  
\_\_\_\_\_ and have been reviewed and found to comply with the requirements of the Contract Documents.

Original Contract Amount: \_\_\_\_\_ Final Contract Amount: \_\_\_\_\_

Commencement Date: \_\_\_\_\_

Substantial Completion Time as set forth in the Agreement: \_\_\_\_\_ Calendar Days.  
Actual Date of Substantial Completion: \_\_\_\_\_.

Final Completion Time as set forth in the Agreement: \_\_\_\_\_ Calendar Days.  
Actual Final Completion Date: \_\_\_\_\_.

YES

NO

- |       |       |   |
|-------|-------|---|
| _____ | _____ | 1. All Punch List items completed on _____  |
| _____ | _____ | 2. Warranties and Guarantees assigned to Owner (attach to this form).   |
| _____ | _____ | 3. Effective date of General one year warranty from Design Builder is: _____  |
| _____ | _____ | 4. 2 copies of Operation and Maintenance manuals for equipment and _____<br>_____ system submitted (list manuals in attachment to this form). |
| _____ | _____ | 5. As-Built drawings obtained and dated: _____  |
| _____ | _____ | 6. Owner personnel trained on system and equipment operation.   |
| _____ | _____ | 7. Certificate of Occupancy No.: _____<br>_____ issued on _____ (attach to this form).  |
| _____ | _____ | 8. Certificate of Substantial Completion issued on _____  |
| _____ | _____ | 9. Final Payment Application and Affidavits received from Design<br>_____ Builder on: _____   |
| _____ | _____ | 10. Consent of Surety received on _____   |
| _____ | _____ | 11. Operating Department personnel notified Project is in operating phase.  |
| _____ | _____ | 12. All Spare Parts or Special Tools provided to Owner: _____   |
| _____ | _____ | 13. Finished Floor Elevation Certificate provided to Owner: _____   |
| _____ | _____ | 14. Other: _____  |

If any of the above is not applicable, indicate by N/A. If NO is checked for any of the above, attach explanation.

**Acknowledgments:**

By Design Builder: \_\_\_\_\_ (Company Name)  
\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Typed Name & Title)

By Owner: \_\_\_\_\_ (Department Name)  
\_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Name & Title)

## EXHIBIT H

### GENERAL TERMS AND CONDITIONS

#### **1. INTENT OF CONTRACT DOCUMENTS.**

1.1. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be designed and constructed by Design Builder in accordance with the Contract Documents. Any work, services, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for in the Contract Documents. When words which have a well known technical or trade meaning are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If before or during the performance of the Work Design Builder discovers a conflict, error or discrepancy in the Contract Documents, Design Builder immediately shall report same to the Project Manager in writing and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification from the Project Manager; said interpretation or clarification from the Project Manager may require Design Builder to consult directly with another professional, if any, involved with the Project as directed by Owner. Design Builder shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Design Builder with the Contract Documents before commencing any portion of the Work.

1.3. Construction Documents approved by Owner are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications or other Contract Document provisions, Design Builder shall be required to comply with the provisions identified in Section 16 of the Agreement, "Order of Precedence". Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

#### **2. INVESTIGATION AND UTILITIES.**

2.1. Subject to Section 2.3 below, Design Builder shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the project area as a whole; topography and ground surface conditions; nature and quantity of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Design Builder to acquaint itself with any applicable conditions shall not relieve Design Builder from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

2.2. Design Builder shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Sub-Section 2.2 as the "Utilities". Design Builder shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Design Builder shall schedule and coordinate its Work around any such relocation or temporary service interruption. Design Builder shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work. The Design Builder is responsible for coordinating all other utility work so as to not interfere with the prosecution of the Work (except those utilities to be coordinated by the Owner as may be expressly described elsewhere in the Contract Documents).

2.3 Notwithstanding anything in the Contract Documents to the contrary, or schedule delays associated with relocation of utilities by owners or 3<sup>rd</sup> parties outside of this Agreement, the Design Builder assumes all risks with respect to the conditions which are encountered at the Project site, including all (i) subsurface or otherwise concealed physical conditions whether or not they differ materially from those indicated in the Contract Documents and (ii) unknown physical conditions of any nature, whether or not they differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents. Design Builder will not be entitled to any adjustment to the Guaranteed Maximum Price or the Contract Time as a result of any site conditions encountered, except for hazardous materials as set forth in Section 9.4 below. It is the specific intention of the Parties that Design Builder will propose and perform as part of its Phase 1 Services any necessary investigation and testing and allowance for any and all utility relocation schedules that Design Builder deems necessary to assume such risk.

### 3. SCHEDULE.

3.1. The Design Builder, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to Project Manager, for his or her review and approval, a progress schedule for the Project. Said schedule shall include but not be limited to an overall progress schedule for all portions of the design and construction of the Project ("Master Project Schedule"). The Master Project Schedule shall (i) relate to all Work required by the Contract Documents, (ii) utilize the Critical Path method of scheduling, (iii) shall provide for expeditious and practicable execution of the Work within the Contract Time, and (iv) be in such form and level of detail as may be required by Owner. The Master Project Schedule shall indicate the dates for starting and completing the various stages of the Work, including the Phase 1 Services to be provided by Design Builder.

3.2. The Master Project Schedule shall be updated monthly by the Design Builder or as specified in the Supplemental Terms and Conditions (if any) attached to the Agreement as Exhibit I. All monthly updates to the Master Project Schedule shall be subject to the Project Manager's review and approval. Design Builder shall submit the updates to the Master Project Schedule with its monthly Applications for Payment noted below. The Project Manager's review and approval of the submitted monthly Master Project Schedule updates shall be a condition precedent to the Owner's obligation to pay Design Builder.

3.3 All Work under this Agreement shall be performed in accordance with the requirements of all Pinellas County Noise Ordinances then in effect. Unless otherwise specified, The Work days at the Project site will generally be limited to the hours of 7:00 a.m. to 7:00 p.m., Monday through Friday. No Work at the Project site shall be performed outside the specified hours without the prior approval of the Project Manager. Design Builder must comply with all applicable laws, including, but not limited to, the County noise ordinance. Request for permission to Work must be received by the Project Manager no less than twenty-four (24) hours prior to the Work day.

3.3. Holiday Work Schedule Requirements:

No Work will be permitted on:

New Year's Day  
President's Day  
First Wednesday of May/Subject to change  
Independence Day  
Thanksgiving Day  
Christmas Day

When approval is granted in accordance with the provisions stated above, Work will be allowed on:

Martin Luther King, Jr. Day  
Memorial Day  
Labor Day  
Veterans Day  
Friday after Thanksgiving Day



If Christmas or New Year's Day shall fall on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

The Design Builder shall pay to the County, as reimbursement of costs incurred by the County, the sum of one hundred DOLLARS (\$100.00) per man hour for each Saturday and Sunday on which the Design Builder works. Each of these days shall begin at 12:00AM and end at 11:59PM for that corresponding day.

The Design Builder shall pay to the County, as reimbursement of costs incurred by the County, the sum of one hundred fifty DOLLARS (\$150.00) per man hour for each recognized holiday on which the Design Builder works. Each of these days shall begin at 12:00AM and end at 11:59PM for that corresponding day.

Design Builder's payment to the County for working outside the Work day hours, as specified herein, shall be made by identifying the sums described above as a credit item on the Design Builder's invoice.

#### **4. PROGRESS PAYMENTS.**

4.1 Design Builder's Applications for Payment shall be in the form attached to the Agreement as Exhibit D. Design Builder shall not submit more than one Application for Payment each month.

4.2 At the time it submits its Guaranteed Maximum Price proposal to Owner, Design Builder also shall submit to Owner, for its review, a Schedule of Values based upon the Guaranteed Maximum Price proposal; all in C.S.I. format, listing the major elements of the Work and the dollar value for each element. That Schedule of Values, as further revised to reflect the final negotiated Guaranteed Maximum Price and as approved by Owner, will be attached to the Guaranteed Maximum Price Amendment and shall be used as the basis for Design Builder's monthly Applications for Payment thereafter. The revised Schedule of Values shall be updated for the current month Change Orders and Construction Change Directives and submitted each month to Owner by Design Builder along with a completed and notarized copy of the Application for Payment form attached to the Agreement as Exhibit D.

4.3 When Design Builder submits its Guaranteed Maximum Price proposal to Owner, Design Builder shall provide to the Project Manager a list of its Subcontractors and materialmen showing the work and materials involved and the dollar amount of each subcontract and purchase order. Design Builder acknowledges and agrees that any modifications to the list of Subcontractors and any subsequently identified Subcontractors are subject to Owner's prior written approval. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date. Notwithstanding anything herein to the contrary, if approved by Owner in its sole discretion, Design Builder may submit its invoice for any required Payment and Performance Bonds prior to the first Application of Payment provided that Design Builder has furnished Owner certified copies of the receipts evidencing the premium paid by Design Builder for the bonds.

4.4 Unless expressly approved by Owner in advance and in writing, said approval at Owner's sole discretion, Owner is not required to make any payment for materials or equipment that have not been incorporated into the Project. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location, and such payment and storage have been agreed to by Owner in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect Owner's interest therein, all of which shall be subject to the Owner's satisfaction. Thereafter, with each subsequent Application for Payment, Design Builder also shall complete and submit to Owner as part of its Application for Payment, the Stored Materials Record attached hereto and made a part hereof as Exhibit T.

4.5. Design Builder shall submit a draft copy of its monthly Application for Payment to the Project Manager or his or her designee, as directed by Owner. After the Project Manager has reviewed and approved or corrected the draft, the Design Builder shall forward an electronic copy of the final version to Pinellas County's Finance Department (e-mail address to be confirmed upon execution of this Agreement). Payments of proper invoices in the amounts approved shall be processed in accordance with Section 218.735, Florida Statutes "Local Government Prompt Payment Act" and the administrative procedures established by the County's Purchasing Department and the Clerk of Court's Finance Department respectively. In the event of a total denial by Owner and return of the Application for Payment by the Project Manager, the Design Builder may make the necessary corrections and re-submit the Application for Payment. The Owner shall, within ten (10) business days after the Application for Payment is stamped and received and after Project Manager approval of an Application for Payment, pay the Design Builder the amounts so approved.

4.6. During Phase 2 only, Owner shall retain five percent (5%) of the gross amount of each monthly payment request or five percent (5%) of the portion thereof approved by the Project Manager for payment, whichever is less. Such sum shall be accumulated and not released to Design Builder until final payment is due unless otherwise agreed to by the Owner.

4.7. Monthly payments to Design Builder shall in no way imply approval or acceptance of Design Builder's Work.

4.8. Each Application for Payment, shall be accompanied by a Release and Affidavit, in the form attached as Exhibit C, acknowledging Design Builder's receipt of payment in full for all materials, labor, services, equipment and other bills that are then due and payable by Owner with respect to the current Application for Payment. Further, to the extent directed by Owner and in Owner's sole discretion, Design Builder shall also submit a Release and Affidavit in the form attached as Exhibit C acknowledging that each Subconsultant, Subcontractor, sub-subcontractor or supplier has been paid in full through the previous month's Application for Payment (for which the Design Builder has actually been paid). The Owner shall not be required to make payment until and unless these affidavits are furnished by Design Builder. Further, if Design Builder is withholding any portion of a payment to any subcontractor, supplier or subconsultant for any labor, services, equipment or materials for which Owner has paid Design Builder, Design Builder agrees to refund such money to Owner upon demand by Owner.

4.9. Notwithstanding anything in the Contract Documents to the contrary, Design Builder acknowledges and agrees that in the event of a dispute concerning payments for Work performed under this Agreement, Design Builder shall continue to perform the Work required of it under this Agreement pending resolution of the dispute provided that Owner continues to pay Design Builder all amounts that Owner does not dispute are due and payable.

## **5. PAYMENTS WITHHELD.**

5.1. The Project Manager may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections that reveal non-compliance with the Contract Documents. The Project Manager may nullify the whole or any part of any approval for payment previously issued and Owner may withhold any payments otherwise due Design Builder under this Agreement or any other agreement between Owner and Design Builder, to such extent as may be necessary in the Owner's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Design Builder to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Design Builder; or (g) any other material breach of the Contract Documents by Design Builder.

5.2. If any conditions described in 5.1. are not remedied or removed, Owner may, after three (3) days written notice, rectify the same at Design Builder's expense. Provided, however, in the event of an emergency, Owner shall not be required to provide Design Builder any written notice prior to rectifying the situation at Design Builder's expense. Owner also may offset against any sums due Design Builder the amount of any liquidated or non-liquidated obligations of Design Builder to Owner, whether relating to or arising out of this Agreement or any other agreement between Design Builder and Owner.

## **6. FINAL PAYMENT.**

6.1. Owner shall make final payment to Design Builder in accordance with Florida Statutes Section 218.735 and the administrative procedures established by the County's Purchasing Department and the Clerk of Court's Finance Department after the Work is finally inspected and accepted by Project Manager as set forth in Section 20.1 herein, provided that Design Builder first, and as an explicit condition precedent to the accrual of Design Builder's right to final payment, shall have furnished Owner with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit C, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents and the Owner. Prior to release of final payment and final retainage, the Design Builder's Representative and the Project Manager shall jointly complete the Final Payment Checklist, a representative copy of which is attached to this Agreement as Exhibit G.

6.2. Design Builder's acceptance of final payment shall constitute a full waiver of any and all claims by Design Builder against Owner arising out of this Agreement or otherwise relating to the Project, except those previously made in writing in accordance with the requirements of the Contract Documents and identified by Design Builder as unsettled in its final Application for Payment. Neither the acceptance of the Work nor payment by Owner shall be deemed to be a waiver of Owner's right to enforce any obligations of Design Builder hereunder or to the recovery of damages for defective Work not discovered by the Project Manager at the time of final inspection.

## **7. SUBMITTALS AND SUBSTITUTIONS.**

7.1. Design Builder shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. It is Design Builder's obligation to confirm and Design Builder will be deemed to have certified to Owner that all submittals reviewed and approved by it fully comply with all requirements of the Contract Documents. During Phase 1, Design Builder shall prepare and submit to Owner, for Owner's approval, procedures for Design Builder's handling and processing of submittals. Owner shall identify, in its sole discretion, which submittals must be submitted to Owner for its approval. Further, Design Builder shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. To the extent that a submittal requires Owner's approval as set forth above, Design Builder shall also carefully review and certify to Owner the accuracy and completeness of such shop drawings and other submittals and then forward the same to Owner for its review and approval. In such case, Owner will transmit them back to Design Builder who will then issue the submittals to the affected subcontractor for fabrication or revision. Design Builder shall maintain a suspense control system to promote the expeditious handling of shop drawings and all other submittals. At Owner's request, copies of submittals and/or Design Builder's responses will be provided to Owner. At the completion of the project, the Design Builder will provide the Owner with a complete set of approved submittals in scanned format on CDs.

7.2. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by Owner if sufficient information is submitted by Design Builder to allow the Owner to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Owner from anyone other than Design Builder and all such requests, to the extent possible, must be submitted by Design Builder to Project Manager prior to the execution of the Guaranteed Maximum Price Amendment, unless otherwise mutually agreed in writing by Owner and Design Builder.

7.3. If Design Builder wishes to furnish or use a substitute item of material or equipment, Design Builder shall make application to the Project Manager for acceptance thereof, certifying that the proposed substitute shall adequately perform the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Design Builder's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Project Manager in evaluating the proposed substitute. The Project Manager may require Design Builder to furnish at Design Builder's expense additional data about the proposed substitute.

7.4. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Design Builder may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the Project Manager, if Design Builder submits sufficient information to allow the Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Project Manager shall be the same as those provided herein for substitute materials and equipment.

7.5. The Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Owner shall be the sole judge of the acceptability of any substitute. No substitute will be ordered, installed or utilized without the Project Manager's prior written acceptance which shall be evidenced by either a Change Order, a Work Directive Change, a Field Order or an approved Shop Drawing. The Owner may require Design Builder to furnish at Design Builder's expense a special performance guarantee or other surety with respect to any substitute. The Project Manager will record time required by the Project Manager and the Project Manager's consultants in evaluating substitutions proposed by Design Builder and making changes in the Contract Documents occasioned thereby. Whether or not the Owner accepts a proposed substitute, Design Builder shall reimburse Owner costs of evaluating each proposed substitute.

7.6. Notwithstanding anything in the Contract Documents to the contrary, Design Builder expressly acknowledges and agrees that Owner's review or approval of any design documents submitted by Design Builder, including but not limited to any submittals as described herein, shall not relieve Design Builder of its responsibilities or liabilities for design hereunder. Notwithstanding anything in the Contract Documents to the contrary, Design Builder further expressly acknowledges and agrees that any such review or approval shall not be deemed as Owner's approval of any deviations to such design documents unless such deviation is expressly brought to Owner's attention by Design Builder in writing and Owner expressly approves such deviation in writing.

## **8. DAILY REPORTS, AS-BUILTS AND MEETINGS.**

8.1. Design Builder shall prepare and maintain a daily log of the work on the job site. The daily log records shall be kept current and available for Owner's review. The daily log shall document activities at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Design Builder's and its subcontractors' and subconsultants' personnel;

8.1.4. The number of Design Builder's and Subconsultant's and Subcontractor's personnel present and working at the Project site, by subcontract and trade;

- 8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);
- 8.1.6. Description of Work being performed at the Project site;
- 8.1.7. Any unusual or special occurrences at the Project site;
- 8.1.8. Materials received at the Project site;
- 8.1.9. A list of all visitors to the Project
- 8.1.10. Any problems that might impact either the cost or quality of the Work or the time of performance.

The daily log shall not constitute nor take the place of any notice required to be given by Design Builder to Owner pursuant to the Contract Documents.

8.2. Design Builder shall maintain in a safe place at the Project site one record copy of the Contract Documents, including, but not limited to, all drawings, specifications, addenda, amendments, Change Orders, Work Directive Changes and Field Orders, as well as all written interpretations and clarifications issued by the Owner, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Design Builder throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to the Project Manager for reference. Upon completion of the Work and as a condition precedent to Design Builder's entitlement to final payment, these "As-Built" record documents, samples and shop drawings (along with electronic copies on CDs) shall be delivered to Project Manager by Design Builder for Owner.

8.3. Design Builder shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date final payment is made or such longer period as may be required by law, whichever is later. Owner, or any duly authorized agents or representatives of Owner, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the document retention period noted above; provided, however, such activity shall be conducted only during normal business hours.

8.4 Design Builder shall advise Owner, Project Manager and their representatives of their requested or required participation in any meeting or inspection giving each at least one week written notice unless such notice is made impossible by conditions beyond Design Builder's fault and control, in which case at least 48 hours prior written notice must be given.

## **9. CONTRACT TIME AND TIME EXTENSIONS.**

9.1. Design Builder shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subconsultants, subcontractors and material-men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission by Design Builder or anyone for whom Design Builder is liable. Design Builder shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents, and the coordination of Owner's suppliers and contractors as set forth in Paragraph 12.2. herein.

9.2. Should Design Builder be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Design Builder, and not due to its fault or neglect, including but not restricted to acts of Nature or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulation, strikes or lockouts, Design Builder shall notify the Owner in writing within forty-eight (48) hours after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Design Builder may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which Owner may be responsible, in whole or in part, shall relieve Design Builder of its duty to perform or give rise to any right to damages or additional compensation from Owner. Design Builder expressly acknowledges and agrees that it shall receive no damages for delay. Design Builder's sole remedy, if any, against Owner will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Notwithstanding anything contained within Section 2.3 to the contrary, if Design Builder encounters on the Project site any materials reasonably believed by Design Builder to be petroleum or petroleum related products or other hazardous or toxic substances which have not been rendered harmless, Design Builder immediately shall (i) stop Work in the area affected and (ii) report the condition to Owner in writing. If the Work is so stopped and hazardous material is found, the Work in the affected area shall not thereafter be resumed except by Change Order. Any such Change Order shall include, but not be limited to, an adjustment to the Guaranteed Maximum Price and Contract Time as appropriate. If no hazardous material is found after the Work is stopped, no Change Order is required to resume the Work in the affected area. Notwithstanding the foregoing sentences in this Section 9.4, if the hazardous material encountered was generated or caused by Design Builder or any of its employees, agents, subconsultants, subcontractors, or material suppliers, no adjustment to the Contract Time or Guaranteed Maximum Price shall be made and Design Builder shall indemnify Owner and hold Owner harmless for any costs incurred by Owner with respect to such hazardous material. Design Builder will coordinate and cooperate with any person or entity who is hired to perform any hazardous material mitigation services.

9.5. In no event shall any approval by Owner authorizing Design Builder to continue performing Work under this Agreement or any payment issued by Owner to Design Builder be deemed a waiver of any right or claim Owner may have against Design Builder for delay damages hereunder.

## **10. CHANGES IN THE WORK.**

10.1. Owner shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly, but in no event more than 10 days after being notified of a change, Design Builder shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of Owner, and Owner shall not be liable to the Design Builder for any increased compensation without such written order. No officer, employee or agent of Owner is authorized to direct any extra or changed work orally. Any alleged changes must be approved by Owner in writing prior to starting such items. Owner will not be responsible for the costs of any changes commenced without Owner's express prior written approval. Failure to obtain such prior written approval for any changes will be deemed: (i) a waiver of any claim by Design Builder for such items and (ii) an admission by Design Builder that such items are in fact not a change but rather are part of the Work required of Design Builder hereunder.

10.2. A Change Order, in the form attached as Exhibit E to this Agreement, shall be issued and executed promptly after an agreement is reached between Design Builder and Owner concerning the requested changes. Design Builder shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount and Contract Time shall be adjusted in the Change Order in the manner as Owner and Design Builder shall mutually agree.

10.3. If Owner and Design Builder are unable to agree on a Change Order for the requested change, Design Builder shall, nevertheless, promptly perform the change as directed by Owner in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by Owner. If Design Builder disagrees with the Owner's adjustment determination, Design Builder must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change is approved by Owner which results in an increase to the Guaranteed Maximum Price, a Change Order shall be issued which increases the Guaranteed Maximum Price by the amount of Design Builder's actual and reasonable direct increased Cost for such change work plus a maximum ten percent (10%) markup for Design Builder's overhead and profit. In the event such change work is performed by a subconsultant or subcontractor, a maximum ten percent (10%) total markup for all overhead and profit for all subconsultants', subcontractors', sub-subconsultants' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted. Design Builder shall not be entitled to any mark-up for Change Order work performed by subcontractors or subconsultants. All compensation due any Sub-consultant or Subcontractor for field and home office overhead is included in the markups noted above. Subcontractor's bond costs associated with any change order shall be included in the overhead and profit markups and shall not be paid as a separate line item.

10.5 Owner shall have the right to conduct an audit of Design Builder's books and records, as well as those of its subconsultants, subcontractors and suppliers to verify the accuracy of the Design Builder's claim with respect to Design Builder's costs associated with any Change Order or Work Directive Change.

10.6 The Project Manager shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount or an extension to the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the Design Builder.

10.7 No action, conduct, omission or course of conduct by Owner shall act to waive, alter, or change the requirement that Amendments, Change Orders, and Work Directive Changes must be in writing and signed by Owner. Such written and signed Amendments, Change Orders and Work Directive Changes are the sole and exclusive way to change either the amount of compensation to be paid to Design Builder or the time within which Design Builder is to perform its obligations hereunder. No changes will be allowed based upon actual, constructive, or oral notice or lack of prejudice to Owner.

## **11. CLAIMS AND DISPUTES.**

11.1 Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between Owner and Design Builder arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Design Builder shall be made in writing to the Project Manager within forty-eight (48) hours from when the Design Builder knew or should have known of the event giving rise to such Claim or else the Design Builder shall be deemed to have waived the Claim. Written supporting data shall be submitted to the Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the Owner grants additional time in writing, or else the Design Builder shall be deemed to have waived the Claim. Claims not settled by the aforesaid procedure, shall be resolved according to the Dispute Resolution Procedure copies of which are available in the County Attorney's Office or Purchasing Department. All Claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Design Builder shall proceed diligently with its performance as directed by the Owner, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the Owner in writing. Owner shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## **12. OTHER WORK.**

12.1. Owner may perform other work related to the Project at the site by Owner's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, written notice thereof will be given to Design Builder prior to starting any such other work. If Design Builder believes that such performance will involve additional expense to Design Builder or require additional time, Design Builder shall send written notice of that fact to Owner within forty-eight (48) hours of being notified of the other work. If the Design Builder fails to send the above required forty-eight (48) hour notice, the Design Builder will be deemed to have waived any rights it otherwise may have had to seek an extension to the Contract Time or adjustment to the Contract Amount.

12.2. Design Builder shall afford each utility owner and other Design Builder who is a party to such a direct contract (or Owner, if Owner is performing the additional work with Owner's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Design Builder shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Design Builder shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Project Manager and the others whose work will be affected. The duties and responsibilities of Design Builder under this paragraph are for the benefit of such utility owners and other Contractors to the extent that there are comparable provisions for the benefit of Design Builder in said direct contracts between Owner and such utility owners and other contractors.

12.3. If any part of Design Builder's Work depends for proper execution or results upon the work of any other contractor of Owner or utility owner (or Owner), Design Builder shall inspect and promptly report to Project Manager in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Design Builder's failure to report will constitute an acceptance of the other work as fit and proper for integration with Design Builder's Work.

## **13. INDEMNIFICATION AND INSURANCE.**

13.1 The Design Builder must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Design Builder must provide a Certificate of Insurance in accordance with Insurance Requirements of Exhibit B to the agreement, evidencing such coverage prior to issuance of purchase order or commencement of any work under this contract.

13.2 To the maximum extent permitted by law, Design Builder shall indemnify and hold harmless Owner and 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, whether resulting from any claimed breach of this Agreement by Design Builder 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 Design Builder or anyone employed or utilized by the Design Builder in the performance of this Agreement.

13.3 To the fullest extent permitted by law, the Design Builder shall indemnify and hold harmless the State of Florida Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the Design Builder and persons employed or utilized by the Design Builder in the performance of this agreement.

This indemnification language shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Owner's sovereign immunity.



#### **14. COMPLIANCE WITH LAWS.**

14.1. Design Builder agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety (including, but not limited to, the Trench Safety Act, Chapter 553, Florida Statutes, Section 20.055(5), Florida Statutes, Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended). Design Builder agrees it has read and understood Section 20.055(5), Florida Statutes. If Design Builder observes that the Contract Documents are at variance therewith, it shall promptly notify Project Manager in writing. To the extent any law, rule, regulation, code, statute, or ordinance requires the inclusion of certain terms in this Agreement in order for this Agreement to be enforceable, such terms shall be deemed included in this Agreement. Notwithstanding anything in the Contract Documents to the contrary, it is understood and agreed that in the event of a change in any applicable laws, ordinances, rules or regulations subsequent to the date the Guaranteed Maximum Price Amendment has been executed that increases the Design Builder's time or cost of performance of the Work, Design Builder is entitled to a Change Order for such increases, except to the extent Design Builder knew or should have known of the reasonable prospect of such changes prior to the date of the Guaranteed Maximum Price Amendment.

#### **15. CLEANUP AND PROTECTIONS.**

15.1. Design Builder agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Design Builder shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surplus materials, and shall leave the Project site clean and ready for occupancy by Owner.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Design Builder from damage during the prosecution of the Work. Subject to the Section 2.3 above, any such improvements so damaged shall be restored by Design Builder to the condition equal to that existing at the time of Design Builder's commencement of the Work.

15.3 The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Design Builder shall be procured by the Design Builder at the Design Builder's expense.

15.4 Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Design Builder only with the approval of the Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Design Builder without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Design Builder and will be removed by the Design Builder at its expense upon the completion of the Work. With the written consent of the Project Manager, such buildings and/or utilities may be abandoned and need not be removed.

15.5 The Design Builder shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Design Builder shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

15.6 The Design Builder shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Project Manager's approval.

15.7 The Design Builder will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Project Manager. The Design Builder will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.

15.8 The Design Builder's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Project Manager. Barriers shall be maintained in place until their removal is directed by the Project Manager.

15.9 Care will be taken by the Design Builder in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Design Builder will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Design Builder's failure to protect and preserve same as required herein.

15.10 Where the Design Builder hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Design Builder shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.

15.11 The Design Builder shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Design Builder or any one for whom the Design Builder is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Design Builder shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Design Builder.

15.12 The Design Builder shall not disturb any benchmark established by the County with respect to the Project. If the Design Builder, or its subcontractors, agents or any one for whom the Design Builder is legally liable, disturbs County benchmarks, the Design Builder shall immediately notify the Project Manager. The County shall have the benchmarks reestablished and the Design Builder shall be liable for all costs incurred by the County associated therewith.

## **16. ASSIGNMENT.**

16.1. Design Builder shall not assign this Agreement or any part thereof, without the prior consent in writing of Owner. Any attempt to assign or otherwise transfer this Agreement, or any part herein, without the Owner's consent, shall be void. If Design Builder does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Design Builder all of the obligations and responsibilities that Design Builder has assumed toward Owner.

## **17. PERMITS, LICENSES AND TAXES.**

17.1. All permits, fees and licenses necessary for the prosecution of the Work shall be acquired and paid for by the Design Builder. If Design Builder performs any Work without obtaining, or contrary to, such permits or licenses, Design Builder shall bear all costs arising therefrom.

17.2. Design Builder shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

17.3. All Design Builders performing construction and related Work in Pinellas County must comply with all applicable laws, as amended. Failure to have a competency license in a regulated trade will be cause for rejection of any bid and/or Contract award.

## **18. TERMINATION FOR DEFAULT.**

18.1. Design Builder shall be considered in material default of the Agreement and such default shall be considered cause for Owner to terminate the Agreement, in whole or in part, as further set forth in this Section, if Design Builder: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the Project Manager or as provided for in the approved Master Project Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. Owner shall notify Design Builder in writing of Design Builder's default(s). If Owner determines that Design Builder has not remedied and cured the default(s) within seven (7) calendar days following receipt by Design Builder of said written notice or such longer period of time as may be consented to by Owner in writing and in its sole discretion, then Owner, at its option, without releasing or waiving its rights and remedies against the Design Builder's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Design Builder's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Design Builder, take assignments of any of Design Builder's subcontracts and purchase orders, and complete all or any portion of Design Builder's Work by whatever means, method or agency which Owner, in its sole discretion, may choose.

18.3. If Owner deems any of the foregoing remedies necessary, Design Builder agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All moneys expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by Owner incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Design Builder agrees to pay promptly to Owner on demand the full amount of such excess, including costs of collection, attorneys' fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the Owner to complete the Work, such excess shall be paid to the Design Builder. The amount to be paid to the Design Builder or Owner, as the case may be, shall be approved by the Project Manager, upon application, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Design Builder hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by Owner in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the Work, and in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Design Builder's right to proceed pursuant to this Section, it is determined for any reason that Design Builder was not in default, or that its default was excusable, or that Owner is not entitled to the remedies against Design Builder provided herein, then the termination will be deemed a termination for convenience and Design Builder's remedies against Owner shall be the same as and limited to those afforded Design Builder under Section 19 below.

18.6 In the event (i) Owner fails to make any undisputed payment to Design Builder in accordance with the Local Government Prompt Payment Act, Section 218.70, et.seq. of the Florida State Statutes or Owner otherwise persistently fails to fulfill some material obligation owed by Owner to Design Builder under this Agreement, and (ii) Owner has failed to cure such default within fourteen (14) days of receiving written notice of same from Design Builder, then Design Builder may stop its performance under this Agreement until such default is cured, after giving Owner a second fourteen (14) days written notice of Design Builder's intention to stop performance under the Agreement. If the Work is so stopped for a period of one hundred and twenty (120) consecutive days through no act or fault of the Design Builder or its Subcontractors or their agents or employees or any other persons performing portions of the Work under contract with the Design Builder or any Subcontractor, the Design Builder may terminate this Agreement by giving written notice to Owner of Design Builder's intent to terminate this Agreement. If Owner does not cure its default within fourteen (14) days after receipt of Design Builder's written notice, Design Builder may, upon fourteen (14) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work performed through the termination date, but in no event shall Design Builder be entitled to payment for Work not performed or any other damages from Owner.

## **19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION.**

19.1. Owner shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Design Builder. In the event of such termination for convenience, Design Builder's recovery against Owner shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Design Builder shall not be entitled to any other or further recovery against Owner, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. Owner shall have the right to suspend all or any portions of the Work upon giving Design Builder not less than five (5) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Design Builder's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Design Builder be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds six (6) months, the Design Builder shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

## **20. COMPLETION.**

20.1. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy and any other permits, approvals, licenses, and other documents, that are Design Builder's responsibility to obtain under the Contract Documents from any governmental authority having jurisdiction thereof necessary for the beneficial occupancy of the Work; provided, however, such condition precedent shall be waived to the extent the failure to obtain any such item is not due to the fault or neglect of Design Builder or anyone for whom Design Builder is responsible. In general, the only remaining Work shall be minor in nature, so that the Owner could occupy the Work on that date and the completion of the Work by the Design Builder thereafter would not unreasonably interfere with the Owner's normal business operations or create an unsafe condition. The "punchlist" shall be completed within 60 consecutive calendar days or as agreed upon following the Substantial Completion Date ("Final Completion").

20.2. When the entire Work (or any portion thereof designated in writing by Owner) is ready for its intended use, Design Builder shall notify Project Manager in writing that the entire Work (or such designated portion) is substantially complete and ready for Certificate of Substantial Completion (or Certificate of Partial Substantial Completion) to be issued. Said written notice from Design Builder shall include a proposed punch-list of all items of Work to be completed or corrected by Design Builder. Within a reasonable time thereafter, Owner and Design Builder shall make an inspection of the Work (or designated portion thereof) to determine the status of completion. If Owner does not consider the Work (or designated portion) substantially complete, Project Manager shall notify Design Builder in writing giving the reasons therefor. In such case, Design Builder shall pay the costs of all additional Substantial Completion inspections. If Owner considers the Work (or designated portion) substantially complete, Design Professional shall prepare a Certificate of Substantial Completion (or Certificate of Partial Substantial Completion), which includes a Certificate of Occupancy issued by the local building official, for Owner's review, approval and execution which shall fix the date of Substantial Completion for the entire Work (or designated portion thereof) and include a tentative punch-list of items to be completed or corrected by Design Builder before final payment. Failure to include an item on the final punch-list does not waive Owner's right to demand completion of the item pursuant to the Contract Documents either prior to or after final payment. Owner shall have the right to exclude Design Builder from the Work and Project site (or designated portion thereof) after the date of Substantial Completion, but Owner shall allow Design Builder reasonable access to complete or correct items on the tentative punch-list.

20.3. Upon receipt of written certification by Design Builder that the Work is completed in accordance with the Contract Documents and is ready for final inspection and acceptance, Project Manager will make such inspection and, if he or she finds the Work acceptable and fully performed under the Contract Documents shall promptly issue a final Certificate for Payment, recommending that, on the basis of his or her observations and inspections, and the Design Builder's certification that the Work has been completed in accordance with the terms and conditions of the Contract Documents, that the entire balance found to be due Design Builder is due and payable. Neither the final payment nor the retainage shall become due and payable until Design Builder submits:

- (1) Receipt of Design Builder's Final Application for Payment.
- (2) The Release and Affidavit in the form attached as Exhibit C.
- (3) Consent of surety to final payment.
- (4) Receipt of the final payment check list.
- (5) If required by Owner, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by Owner.

Owner reserves the right to inspect the Work and make an independent determination as to the Work's acceptability, even though the Project Manager may have issued his or her recommendations. Unless and until the Owner is completely satisfied, neither the final payment nor the retainage shall become due and payable.

## **21. WARRANTY.**

21.1. Design Builder shall obtain and assign to Owner all express warranties given to Design Builder or any subcontractors by any subcontractor or materialmen supplying materials, equipment or fixtures to be incorporated into the Project. Design Builder warrants to Owner that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Design Builder further warrants to Owner that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within one (1) year after Substantial Completion, any Work is found to be defective or not in conformance with the Contract Documents, Design Builder shall correct it promptly after receipt of written notice from Owner. Design Builder shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. Further, in the event of an emergency, Owner may commence to correct any defective Work, without prior notice to Design Builder, at Design Builder's expense. These warranties are in addition to those implied warranties to which Owner is entitled as a matter of law.

21.2 No later than 30 days prior to expiration of the warranty, the Project Manager, or another representative of the Owner, shall conduct an inspection of the warranted work to verify compliance with the requirements of the Agreement. The Design Builder's Representative shall be present at the time of inspection and shall take remedial actions to correct any deficiencies noted in the inspection. Failure of the Design Builder, Design Builder's team, or Subcontractors to correct the cited deficiencies shall be grounds for the Owner to disqualify the Design Builder from future bid opportunities with the Owner, in addition to any other rights and remedies available to Owner.

## **22. TESTS AND INSPECTIONS.**

22.1. Owner and its respective representatives, agents and employees, and governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Design Builder shall provide proper, safe conditions for such access. Design Builder shall provide Project Manager with timely notice of readiness of the Work for all required inspections, tests or approvals.

22.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Design Builder shall assume full responsibility therefore, pay all costs in connection therewith and furnish Project Manager the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the Project Manager.

22.3 Design Builder is responsible, without reimbursement from Owner, for re-inspection fees and costs; to the extent such re-inspections are due to the fault or neglect of Design Builder.

22.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the Project Manager, such work must, if requested by Project Manager, be uncovered for observation. Such uncovering shall be at Design Builder's expense unless Design Builder has given Project Manager timely notice of Design Builder's intention to cover the same and Project Manager has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from Project Manager, such Work must, if requested by Project Manager, be uncovered for Project Manager's observation and be replaced at Design Builder's sole expense.

22.4. The Owner shall charge to Design Builder and may deduct from any payments due Design Builder all engineering and inspection expenses incurred by Owner in connection with any overtime work. Such overtime work consisting of any work during the construction period beyond the regular eight (8) hour day and for any work performed on Saturday, Sunday or holidays.

22.5. Neither observations nor other actions by the Project Manager nor inspections, tests or approvals by others shall relieve Design Builder from Design Builder's obligations to perform the Work in accordance with the Contract Documents.

22.6 Owner shall have the right, but not the obligation, to hire any consultant it deems appropriate to perform a peer review on Design Builder's design documents. Design Builder agrees to cooperate with any such peer review.

## **23. DEFECTIVE WORK.**

23.1. Work not strictly conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by Project Manager, Design Builder shall as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the defective Work has been rejected by Project Manager, remove it from the site and replace it with non-defective Work. Design Builder shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold Owner harmless for same.

23.2. If the Project Manager considers it necessary or advisable that covered Work be observed or inspected or tested by others and such Work is not otherwise required to be inspected or tested, Design Builder, at Project Manager's request, shall uncover, expose or otherwise make available for observation, inspection or tests as Project Manager may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Design Builder shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and Owner shall be entitled to an appropriate decrease in the Guaranteed Maximum Price. If, however, such Work is not found to be defective, Design Builder shall be allowed an increase in the Guaranteed Maximum Price and/or an extension to the Contract Time, to the extent solely attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

23.3. If any portion of the Work is defective, or if Design Builder fails to supply sufficient skilled workers, suitable materials or equipment or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, or satisfactorily maintain the Project schedules, Project Manager may order Design Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The right of Project Manager to stop the Work shall be exercised, if at all, solely for Owner's benefit and nothing herein shall be construed as obligating the Project Manager to exercise this right for the benefit of Design Builder or any other person.

23.4. Should the Owner determine, in its sole opinion, it is in the Owner's best interest to accept defective Work, the Owner may do so. Design Builder shall bear all direct, indirect and consequential costs attributable to the Owner's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the Owner accepts such defective Work after final payment, Design Builder shall promptly pay Owner an appropriate amount to adequately compensate Owner for its acceptance of the defective Work.

23.5. If Design Builder fails, within a reasonable time, which in no event shall be more than 14 days after the written notice from Project Manager, to correct defective Work or to remove and replace rejected defective Work as required by Project Manager or Owner, or if Design Builder fails to perform the Work in accordance with the Contract Documents, or if Design Builder fails to comply with any of the provisions of the Contract Documents, Owner may, after seven (7) days written notice to Design Builder, correct and remedy any such deficiency. Provided, however, Owner shall not be required to give notice to Design Builder in the event of an emergency. To the extent necessary to complete corrective and remedial action, Owner may exclude Design Builder from any or all of the Project site, take possession of all or any part of the Work, and suspend Design Builder's services related thereto, take possession of Design Builder's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which Owner has paid Design Builder but which are stored elsewhere. Design Builder shall allow Owner and its respective representatives, agents, and employees such access to the Project site as may be necessary to enable Owner to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of Owner in exercising such rights and remedies shall be charged against Design Builder, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Design Builder's defective Work. Design Builder shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Owner of Owner's rights and remedies hereunder.

## **24. SUPERVISION AND SUPERINTENDENTS.**

24.1. Design Builder is responsible for supervising, coordinating and performing the Work with the highest level of care and skill as would be provided by a designer and contractor with extensive and special expertise in the type of design and construction services required under the Contract Documents. Design Builder shall plan, organize, supervise, schedule, monitor, direct and control the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in strict accordance with the Contract Documents. Design Builder shall be responsible to see that the finished Work complies accurately with the Contract Documents. Design Builder shall keep on the Work at all times during its progress a competent resident superintendent, who shall be subject to Owner's approval and who shall not be replaced without prior written notice to Project Manager except under extraordinary circumstances. The superintendent shall be employed by the Design Builder and be the Design Builder's representative at the Project site and shall have authority to act on behalf of Design Builder. All communications given to the superintendent shall be as binding as if given to the Design Builder. Owner shall have the right to direct Design Builder to remove and replace its Project superintendent, with cause. Attached to the Agreement as Exhibit S is Design Builder's list identifying Design Builder's Project Superintendent and all of Design Builder's key personnel who are assigned to the Project; such identified personnel shall not be removed without Owner's prior written approval, and if so removed must be immediately replaced with a person acceptable to Owner.

24.2 Design Builder shall have a competent, experienced superintendent on the project at all times whenever Design Builder's work crews, or work crews of other parties authorized by the Project Manager are engaged in any activity whatsoever associated with the Project. Should the Design Builder fail to comply with the above condition, the Project Manager shall, at his discretion, deduct from the Design Builder's monthly pay estimate, sufficient moneys to account for the Owner's loss of adequate project supervision, not as a penalty, but as liquidated damages, separate from the liquidated damages described in Section 5, for services not rendered.

## **25. PROTECTION OF WORK.**

25.1. Design Builder shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final completion is achieved. If Design Builder or any one for whom Design Builder is legally liable for is responsible for any loss or damage to the Work, or other work or materials of Owner or Owner's separate contractors, Design Builder shall be charged with the same, and any moneys necessary to replace such loss or damage shall be deducted from any amounts due Design Builder.

25.2. Design Builder shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Design Builder subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

25.3. Design Builder shall not disturb any benchmark established by the Owner with respect to the Project. If Design Builder, or its subcontractors, agents or anyone for whom Design Builder is legally liable, disturbs the Owner's benchmarks, Design Builder shall immediately notify Project Manager. The Owner shall re-establish the benchmarks and Design Builder shall be liable for all costs incurred by Owner associated therewith.

## **26. EMERGENCIES.**

26.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Design Builder, without special instruction or authorization from Owner, is obligated to act to prevent threatened damage, injury or loss. Design Builder shall give Project Manager written notice within forty-eight (48) hours after Design Builder knew or should have known of the occurrence of the emergency, if Design Builder believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If the Project Manager determines that a change in the Contract Documents is required because of the action taken in response to an emergency, and such emergency was not due to the fault or neglect of the Design Builder, a Change Order shall be issued to document the consequences of the changes or variations. If Design Builder fails to provide the forty-eight (48) hour written notice noted above, the Design Builder shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.



## **27. USE OF PREMISES.**

27.1. Design Builder shall maintain all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Design Builder shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

27.2 Design Builder acknowledges that Work may be performed at a particular Project site where Owner simultaneously is conducting and continuing its operations upon the same site. In such event, Design Builder shall coordinate its Work and cooperate so as to cause no unreasonable interference with or disruption to Owner's operations.

27.3 Owner may take early occupancy of all or any portions of the Work, at Owner's election, by designating in writing to Design Builder the specific portions of the Work to be occupied and the date such occupancy shall commence. If any such specific early occupancy was not expressly identified at the time the Guaranteed Maximum Price Amendment was executed and such early occupancy negatively impacts Design Builder's cost or time of performance, Design Builder shall be entitled to an equitable adjustment to the Contract Amount and the Contract Time, all in accordance with the other terms and conditions of the Contract Documents.

## **28. SAFETY.**

28.1. Design Builder shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. Design Builder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

28.1.1. All employees on or about the project site and other persons and/or organizations who may be affected thereby;

28.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

28.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the Contract Documents.

28.2. Design Builder shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Design Builder shall erect and maintain all necessary safeguards for such safety and protection. Design Builder shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Design Builder's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by Owner has occurred.

28.3. Design Builder shall designate a responsible representative located on a full time basis at the Project site whose duty shall be the prevention of accidents. This person shall be Design Builder's superintendent unless otherwise designated in writing by Design Builder to Owner.

28.4 Alcohol, drugs and all illegal substances are strictly prohibited on any Owner property. All employees of Design Builder, as well as those of all Design Builder's subconsultants and subcontractors and those of any other person or entity for whom Design Builder is legally liable (collectively referred to herein as "Employees"), shall not possess or be under the influence of any such substances while on any Owner property. Further, Employees shall not bring on to any Owner property any gun, rifle or other firearm, or explosives of any kind.

28.5 Design Builder acknowledges that the Work may be progressing on a Project site which is located upon or adjacent to an existing Owner facility. In such event, Design Builder shall comply with the following:

28.5.2 All Employees working at the Project site must log in and out with the Design Builder each day;

28.5.5 All Employees shall at all times comply with the OSHA regulations with respect to dress and conduct at the Project site. Further, all Employees shall comply with the dress, conduct and facility regulations issued by Owner's officials onsite, as said regulations may be changed from time to time;

28.5.7 When requested, Design Builder shall cooperate with any ongoing Owner investigation involving personal injury, economic loss or damage to Owner's facilities or personal property therein;

28.5.8 The Employees may not solicit, distribute or sell products while on Owner's property. Friends, family members or other visitors of the Employees are not permitted on Owner's property; and

28.5.9 At all times, Design Builder shall adhere to Owner's safety and security regulations, and shall comply with all security requirements at Owner's facilities, as said regulations and requirements may be modified or changed by Owner from time to time.

28.5.10 At all times while at the Project site, all Employees shall refrain from any abusive or offensive language and shall refrain from the harassment of any Owner employee, agent or invitee on the Project site.

28.5.11 If any chemicals, materials, or products containing toxic substances, in accordance with OSHA Hazardous Communications Standards, are contained in the products purchased by the County as a result of this bid, the Design Builder shall provide a Material Safety Data Sheet (MSDS) at the time of each delivery.

## **29. PROJECT MEETINGS.**

Prior to the commencement of any Work, the Design Builder shall attend a conference with the Project Manager and others as appropriate to discuss the Master Project Schedule, procedures for handling design documents, shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Design Builder shall attend any and all meetings convened by the Project Manager with respect to the Project, when directed to do so by the Project Manager. The Design Builder shall have its subconsultants, subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the Project Manager.

## **30. MAINTENANCE OF TRAFFIC POLICY.**

For all projects that are conducted within a Pinellas County, State and City Right-of-Way, the Design Builder shall provide and erect Traffic Control Devices as prescribed in the current edition of the Manual On Uniform Traffic Control Devices (MUTCD), where applicable on local roadways and as prescribed in the Florida Department of Transportation Design Standards (DS), where applicable on state roadways. These projects shall also comply with Pinellas County's Maintenance of Traffic Policy, incorporated herein by reference. Copies are available through Owner's Risk Management.

The Design Builder will be responsible for obtaining copies of all required manuals, MUTCD, FDOT Roadway & Traffic Design Standards Indexes, or other related documents, so to become familiar with their requirements. Strict adherence to the requirements of the Maintenance of Traffic ("MOT") policy will be enforced under this Contract.

All costs associated with the Maintenance of Traffic shall be included within the Guaranteed Maximum Price Agreement.

If MOT is required, MOT is to be provided beginning with the Phase 2 Commencement Date.

### **31. SUBCONTRACTS.**

31.1 As the design is being developed by or for Design Builder, Design Builder shall review the design and shall determine how it desires to divide the sequence of construction activities. Design Builder will determine the breakdown and composition of bid packages for award of subcontracts, based on the current Master Project Schedule, and shall supply a copy of that breakdown and composition to Owner for its review and approval prior to submitting its Guaranteed Maximum Price proposal. Design Builder shall take into consideration such factors as natural and practical lines of severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations and any other factors pertinent to saving time and costs.

31.2 A Subcontractor is any person or entity who is performing, furnishing, supplying or providing any portion of the Work pursuant to a contract with Design Builder, including any of the required design services. Design Builder shall be solely responsible for and have control over the Subcontractors. Design Builder shall negotiate all Change Orders, Work Directive Changes, Field Orders and Requests for Proposal, with all affected Subcontractors and shall review the costs of those proposals and advise Owner of their validity and reasonableness, acting in Owner's best interest, prior to requesting approval of any Change Order from Owner. All Subcontractors performing any portion of the Work on this Project must possess all licenses required by state or local law and must be "qualified," meaning a person or entity that has the capability in all respects to perform fully the Agreement requirements with respect to its portion of the Work and has the integrity and reliability to assure good faith performance.

31.3 When Design Builder submits its Guaranteed Maximum Price proposal to Owner, Design Builder shall identify all Subcontractors, including their addresses, licensing information and phone numbers, it intends to utilize for the Project. All Subcontractors must be approved by Owner prior to Design Builder entering into any subcontract or purchase order with them and prior to any Subcontractor commencing any work on the Project. The list identifying Subcontractors shall be attached as an Attachment to the Guaranteed Maximum Price proposal and cannot be modified, changed, or amended without prior written approval from Owner. Any and all Subcontractor work to be self-performed by Design Builder must be approved in writing by Owner in its sole discretion prior to commencement of such work. As additional Subcontractors may be approved by Owner after the Guaranteed Maximum Price Amendment is executed, Design Builder shall continuously update that Subcontractor list, so that it remains current and accurate throughout the entire performance of the Work.

31.4 Design Builder shall not enter into a subcontract or purchase order with any Subcontractor, if Owner reasonably objects to that Subcontractor. Design Builder shall not be required to contract with anyone to whom it reasonably objects. Design Builder shall keep on file a copy of the license for every Subcontractor and sub-subcontractor performing any portion of the Work, as well as maintain a log of all such licenses. All subcontracts and purchase orders between Design Builder and its Subcontractors shall be in writing and are subject to Owner's approval. Further, unless expressly waived in writing by Owner, all subcontracts and purchase orders shall (1) require each Subcontractor to be bound to Design Builder to the same extent Design Builder is bound to Owner 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 subcontract or purchase order from Design Builder to Owner at the election of Owner upon termination of Design Builder, (3) provide that Owner will be an additional indemnified party of the subcontract or purchase order, (4) provide that Owner will be an additional insured on all liability insurance policies required to be provided by the Subcontractor except workman's compensation and business automobile policies, (5) assign all warranties directly to Owner, and (6) identify Owner as an intended third-party beneficiary of the subcontract or purchase order. Design Builder 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. Each Subcontractor shall similarly make copies of such documents available to its sub-subcontractors.

31.5 All Subcontractors providing any construction services must agree to provide field (on-site) supervision through a named superintendent for each trade (e.g., general concrete forming and placement, etc. included in its subcontract or purchase order).

31.6 Unless otherwise expressly waived by Owner in writing, all subcontracts and purchase orders shall provide:

31.6.1 That the Subcontractor's exclusive remedy for delays in the performance of the subcontract or purchase order caused by events beyond its control, including delays claimed to be caused by Owner or attributable to Owner and including claims based on breach of contract or negligence, shall be an extension of its contract time.

31.6.2 In the event of a change in the work, the Subcontractor's claim for adjustments in the contract sum are limited exclusively to its actual costs for such changes plus no more than 10% for overhead and profit.

31.6.3 The subcontract or purchase order, as applicable, shall require the Subcontractor to expressly agree that the foregoing constitute its sole and exclusive remedies for delays and changes in the Work and thus eliminate any other remedies for claim for increase in the contract price, damages, losses or additional compensation. Further, Design Builder shall require all Subcontractors to similarly incorporate the terms of this Section 31.6 into their sub-subcontracts and purchase orders.

31.7 Each subcontract and purchase order shall require that any claims by Subcontractor for delay or additional cost must be submitted to Design Builder within the time and in the manner in which Design Builder must submit such claims to Owner, and that failure to comply with such conditions for giving notice and submitting claims shall result in the waiver of such claims.

## **32. DESIGN BUILDER RESPONSIBILITIES.**

Design Builder shall provide the following review and commentary services, in addition to any other Work required by the terms of this Contract:

32.1 Allowances. The Guaranteed Maximum Price may include Allowances with respect to the Work, as established in the Guaranteed Maximum Price Amendment. Design Builder may expend Allowance money (up to the amount designated) only with the express prior written approval of Owner.

32.2 Responsibility for Work. Notwithstanding any requirements herein for Owner's review, inspection, consent or approval, the parties acknowledge and agree that Design Builder shall be solely responsible and liable for the proper performance of the Work as provided for herein.

32.3 Notices and Compliance with Law. Design Builder shall be responsible for giving all notices and for complying with all laws, ordinances, rules, regulations and lawful orders of any public authorities having jurisdiction over the particular portion of the Project with respect to the performance of the subject Work. The Master Project Schedule for the subject Work and the Guaranteed Maximum Price associated therewith shall be based upon the laws, ordinances and regulations which are then in effect on the date the Guaranteed Maximum Price Amendment is executed. Any changes in laws, ordinances or regulations thereafter that require additional work outside Design Builder's established scope shall be the subject of a Change Order as provided in section 14.1 of these General Terms and Conditions.

32.4 Indemnification for Infringement. Design Builder shall pay all royalty and license fees required for the design and construction of any portion of the Project assigned to it. To the maximum extent permitted by law, Design Builder shall defend any and all suits or claims for infringement of patent rights and shall indemnify and save Owner harmless from all loss or expense on account thereof (including attorneys' and paralegals' fees).

32.5 Review, Recommendations and Warranty: Design Builder shall familiarize itself thoroughly with the evolving civil, environmental, and structural plans and specifications being prepared by its Design Professionals and shall follow the development of the Project design through all required design sub-phases in Phase 1. Design Builder shall make recommendations with respect to the selection of systems and materials, and cost-reducing alternatives including assistance to Owner in evaluating alternative comparisons versus long term cost effects. The evaluation shall address the benefits of the speed of erection and early completion of the Work. Design Builder shall furnish pertinent information as to the availability of materials and labor that will be required. Design Builder shall submit to Owner such comments as may be appropriate concerning construction feasibility and practicality. Design Builder shall call to Owner's attention any defects in the design, drawings and specifications or other documents of which it is aware. Design Builder shall prepare estimates of the construction cost utilizing the unit quantity survey method in the CSI format. These estimates shall be performed at the completion of the Program Verification Phase and shall be called the Program Estimate, followed by a Conceptual Design Estimate, which shall be followed by the Design Development Estimate, which shall be followed by a 60% Construction Document Estimate, which shall be followed by the setting of the Guaranteed Maximum Price.

32.6 Review Reports: Within ten (10) days after receiving the documents produced by its Design Professionals, Design Builder shall perform a specific review thereof, focused upon factors of a nature encompassed in Paragraph 34.5 above and on factors set out in Paragraphs 34.7 and 34.8 below. Within the same ten (10) day period, Design Builder shall submit to Owner a written report covering suggestions or recommendations previously submitted, additional suggestions or recommendations as Design Builder may deem appropriate, and all actions taken by Design Builder with respect to same, any comments Design Builder may deem to be appropriate with respect to separating the Work into separate subcontracts, alternative materials, and any other appropriate or required comments.

32.7 AT THE TIME THE GUARANTEED MAXIMUM PRICE IS MUTUALLY ESTABLISHED, EXCEPT ONLY AS TO SPECIFIC MATTERS AS MAY BE IDENTIFIED IN THE GUARANTEED MAXIMUM PRICE AMENDMENT, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER, THAT THE CONSTRUCTION DOCUMENTS ARE CONSISTENT WITH EACH OTHER, PRACTICAL, FEASIBLE AND CONSTRUCTABLE FOR THE CONTRACT AMOUNT. FURTHER, THE DESIGN BUILDER SHALL BE DEEMED TO HAVE WARRANTED TO OWNER THAT THE WORK DESCRIBED IN THE CONSTRUCTION DOCUMENTS IS CONSTRUCTABLE WITHIN THE CONTRACT TIME, AND THAT NO ADDITIONAL SITE INVESTIGATION IS NECESSARY OR DESIRED BY DESIGN BUILDER.

32.8 Long Lead Procurement: Design Builder shall review the Project design for the purpose of identifying long lead procurement items (machinery, equipment, materials and supplies) and consult with the Project Manager concerning same. When each item is identified, Design Builder shall notify the subcontractors and Owner of the required procurement and schedule. Such information shall be included in the bid documents and made a part of all affected subcontracts. Design Builder shall keep itself informed of the progress of the respective subcontractors or suppliers, manufacturing or fabricating such items, and advise Owner of any problems or possible delays in delivery.

32.9 Interfacing:

32.9.1 Design Builder shall take such measures as are appropriate to provide that all construction requirements will be covered in the separate procurement of long lead items, the separate construction subcontractors and the general conditions items without duplication or overlap, and sequenced to maintain completion of all Work on schedule. Particular attention shall be given to provide that each bid package clearly identifies the Work included in that particular separate subcontract, its schedule for start and completion and its relationship to the other separate subcontractors.

32.9.2 Design Builder shall include in the reports required under Paragraph 32.6 above, comments on overlap with any other separate subcontracts, omissions, lack of correlation between drawings, and any other deficiencies noted, in order that Design Builder may arrange for necessary corrections.

### **33. OWNER'S RESPONSIBILITIES.**

33.1 Design Criteria Package. Owner has provided Design Builder with the Design Criteria Package and will provide responses or clarification within a reasonable period of time to Design Builder's inquiries with respect to the Design Criteria Package.

33.2 Owner's Representative. Owner will designate a Project Manager who shall be fully acquainted with the scope of the Work and authorized to act on Owner's behalf with respect to Design Builder's services for the Project. Provided, however, that Project Manager is not authorized to issue any orders or instructions to Design Builder that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatsoever the: (1) scope of services to be provided and performed by Design Builder hereunder; (2) the time Design Builder is obligated to commence and complete all such services; or (3) the amount of compensation Owner is obligated or committed to pay Design Builder. As set forth herein, Project Manager shall review and make appropriate recommendations on all requests submitted by Design Builder for payment for services and work provided and performed in accordance with this Agreement.

33.3 The Owner is responsible for providing Construction Engineering and Inspection (CEI) services.

### **34. MARKET ANALYSIS AND SOLICITATION OF BIDS – Not Applicable**

### **35. SECURING AGREEMENT.**

35.1 Design Builder warrants that Design Builder has not employed or retained any company or person, other than a bona fide employee working solely for Design Builder, to solicit or secure this Contract and that Design Builder has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Design Builder, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Contract. At the time this Contract is executed, Design Builder shall sign and deliver to Owner the Truth-in-Negotiation Certificate attached hereto and made a part hereof as Exhibit R. The Design Builder's compensation shall be adjusted to exclude any sums by which Owner determines the compensation was increased due to inaccurate, incomplete, or non-current wage rates or other factual unit costs.

### **36. PUBLIC ENTITY CRIMES, SCRUTINIZED COMPANIES AND DISCRIMINATORY VENDORS.**

36.1 DESIGN BUILDER is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, Fla. Stat. 287.135 regarding Scrutinized Companies, and Fla. Stat. 287.134 regarding Discriminatory vendors and DESIGN BUILDER agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. DESIGN BUILDER represents and certifies that DESIGN BUILDER is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. DESIGN BUILDER agrees that any contract awarded to DESIGN BUILDER will be subject to termination by the County if DESIGN BUILDER fails to comply or to maintain such compliance.

### **37. PUBLIC RECORDS.**

37.1 Design Builder 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. Design Builder 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 Design Builder 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.

**37.2 If the design builder has questions regarding the application of Chapter 119, Florida Statutes, to the design builder's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**37.3 Notwithstanding any provision to the contrary, the County reserves the right to unilaterally cancel this Agreement for failure by the Design Builder to comply with the provisions of Chapter 119, Florida Statutes.**

### **38. CONFLICT OF INTEREST.**

38.1 The Design Builder represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder. The Design Builder further represents that no person having any such interest shall be employed by him/her during the agreement term and any extensions. In addition, the Design Builder shall not offer gifts or gratuities to County Employees as County Employees are not permitted to accept gifts or gratuities. By signing this Agreement, the Design Builder acknowledges that no gifts or gratuities have been offered to County Employees.

38.2 The Design Builder shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Design Builder's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Design Builder may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Design Builder. The County agrees to notify the Design Builder of its opinion, by certified mail, within thirty days of receipt of notification by the Design Builder.

### **39. LUMBER PRODUCED IN STATE OF FLORIDA.**

39.1 Per Florida Statute 255.20, lumber, timber and other forest products utilized in this contract must be produced and manufactured in Florida, if wood is a component of the project, and if such products are available and their price fitness and quality are equal.

The following does not apply:

- (1) To plywood specified for monolithic concrete forms.
- (2) If the structural or service requirements for timber for a particular job cannot be supplied by native species.
- (3) If the construction is financed in whole or in part from federal funds with the requirement that there be no restrictions as to species or place of manufacture.
- (4) To transportation projects for which federal aid funds are available.

**EXHIBIT I**  
**SUPPLEMENTAL TERMS AND CONDITIONS**

The following Supplemental Terms and Conditions hereby amend, modify and supersede in the event of a conflict the terms of the Agreement and the General Terms and Conditions attached thereto as Exhibit H.

**A. Reports**

**1. Monthly Summary Reports:**

- 1.1 The Design Builder shall prepare monthly written reports as described hereunder. All reports shall be in 8 1/2" x 11" format.
- 1.2 The Reports shall include the following:
  - 1.2.1. A Monthly Executive Summary which provides an overview of current issues and pending decisions, future developments and expected achievements, and any problems or delays, including code violations found by any permitting authority.
  - 1.2.2. A Monthly Scheduling Report summarizing the current status of the overall Master Project Schedule and an explanation of all variances from the plan. This report shall include an analysis of the various Project sub-schedules, a description of the critical path, and other analyses as necessary to compare planned performance with actual performance.
  - 1.2.3. A Monthly Design and Construction Progress Report during the Phase 1 and Phase 2 summarizing the Work of the various subconsultants and subcontractors. Once construction at the site commences, this report shall include information from the weekly job site meetings as applicable such as general conditions, long lead supplies, current deliveries, safety and labor relations, programs, permits, construction problems and recommendations, and plans for the succeeding month.
- 1.3. The Reports outlined in subparagraphs 1.2.1 through 1.2.3 above shall be bound with applicable computer schedule reports and submitted monthly during Phase 1 and Phase 2 and shall be current through the end of the preceding month. Copies shall be delivered to the Owner. A bound copy of the complete diary shall be submitted to the Owner at the conclusion of the Project. An electronic pdf file of each Progress Report shall be delivered to the Owner's Representative each month.

**2. Schedule Control Subsystem.**

- 2.1. Master Project Schedule: Prior to the submittal of its first Application for Payment, the Design Builder shall submit to the Owner for its review and approval a Master Project Schedule covering the planning and design approvals, construction, and Owner occupancy of the Project. This schedule shall conform to the format outlined in Paragraph 2.3 below. This schedule shall serve as the framework for the subsequent development of all detailed schedules and shall be updated monthly by the Design Builder throughout the Project. Within fifteen (15) calendar days of the Design Builder's submittal, the Owner shall review the schedule and provide the Design Builder a written list of corrections needed to approve the schedule. The Design Builder must make all corrections and resolve all comments within thirty (30) calendar days after its receipt of Owner's comments. If the schedule is not approved within said thirty (30) calendar days, the Owner will withhold all Contract payments until the schedule is approved. The acceptance of the schedule by the Owner in no way attests to the validity of the assumptions, logic constraints, dependency relationships, resource allocations, manpower and equipment, and any other aspect of the proposed schedule. The Design Builder is and shall remain solely responsible for the planning and execution of all Work in order to meet Project milestones or Contract completion dates.



- 2.2. Construction Schedule: The Design Builder shall prepare and submit to the Owner, for its review and approval, a Construction Schedule. This schedule shall conform to the format outlined in Paragraph 2.3 below. The approved Construction Schedule shall be attached to the Guaranteed Maximum Price Amendment. The Construction Schedule shall be integrated into the Master Project Schedule.
- 2.2.1. Following development and approval of the Construction Schedule as aforesaid, the Design Builder shall, at the end of each calendar month occurring thereafter during the period of time required to finally complete the Project, or at such earlier intervals as circumstances may require, update and/or revise the Construction Schedule which shall be submitted to the Owner in duplicate. No additional compensation will be due the Design Builder for making such updates. Failure of the Design Builder to update, revise, and submit the Construction Schedule as aforesaid shall be sufficient grounds for the Owner to find the Design Builder in substantial default hereunder and that sufficient cause exists to terminate the Contract or to withhold payment to the Design Builder until a schedule or schedule update acceptable to the Owner is submitted.
- 2.3. Schedule Format: The Master Project Schedule and the Construction Schedule shall be planned and recorded with a Critical Path Method (CPM) schedule in the form of an activity-on-node diagram. All activity-on-node diagrams shall include the Activity Identification, Activity Description, and the type of relationship between activities, including any lead or lag time.
- 2.4. Recovery Schedule: If the initial schedule or any current updates fail to reflect the Work's actual plan or method of operation, or a contractual milestone date is more than fifteen (15) days behind, the Owner may require that a recovery schedule for completion of the remaining Work be submitted. The Recovery Schedule must be submitted within seven (7) calendar days of the Owner's request. The Recovery Schedule shall describe in detail the Design Builder's plan to complete the remaining Work by the required Contract milestone date. The Recovery Schedule submitted shall meet the same requirements as the original Construction Schedule. The narrative submitted with the Recovery Schedule should describe in detail all changes that have been made to meet the Contract milestone dates.
- 2.5. Change Orders: When a Change Order is proposed, the Design Builder must identify all logic changes as a result of the Change Order. The Design Builder shall include, as part of each Change Order proposal, a sketch showing all schedule logic revisions, duration changes, and the relationships to other activities in the approved Construction Schedule. This sketch shall be known as the fragnet for the change. Upon acceptance of the fragnet, the Design Builder will revise the Construction Schedule or current update. The logic changes required by the Change Order will be considered incidental to the Design Builder's work. No separate payment will be made.

## B. PROGRESS PAYMENTS

1. Retainage:
- 1.1 The five percent (5%) retainage referenced in Section 4.6 of the General Conditions shall not be applied to this Project during Phase 1.

## EXHIBIT J

### DESIGN CRITERIA PACKAGE

#### **I. Design and Construction Criteria.**

##### **A. General:**

All design and construction work completed under the Contract shall be in accordance with the United States Standard Measures. The Project shall also be designed in accordance with Pinellas County's Code of Ordinances. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT Plans Preparations Manual, Volume 2, Chapter 2. This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents.

##### **B. Vibration and Settlement Monitoring:**

The Design-Build Firm is responsible for evaluating the need for, design of, and the provision of any necessary precautionary features to protect existing structures from damage, including, at a minimum, selecting construction methods and procedures that will prevent damage. The Design-Build Firm shall submit for County acceptance a Settlement and Vibration Monitoring Plan (SVMP) as part of the 90% plans submittal and update the SVMP throughout the Construction Period. The Design-Build Firm is responsible for establishing maximum settlement and vibration thresholds equivalent to or lower than the County Specification requirements for all construction activities, including vibratory compaction operations and excavations.

Submittals for Settlement and Vibration Monitoring Plan (SVMP) shall include the following as a minimum:

- a. Identify any existing structures that will be monitored for vibrations during the construction period.
- b. Establish the maximum vibration levels. The maximum vibration levels stated for existing structures shall not be exceeded.
- c. Identify any existing structures that will be monitored for settlement during the construction period.
- d. Establish the maximum settlement levels for the existing structures that must not be exceeded. The maximum settlement level stated shall not be exceeded.
- e. Identify any existing structures that require pre-construction and post-construction surveys.

The County will perform the review of Vibration and Settlement submittals in accordance with County Specifications.

##### **C. Geotechnical Services: Driven Pile Foundations for Bridges**

The Design-Build Firm shall determine whether the resistance factors used for pile design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for pile foundations in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.

The Design-Build Firm shall be responsible for the following:

1. Selection of pile type and size.
2. Selection of test pile lengths, locations and quantity of test piles.
3. Selection of pile testing methods.
4. Determining the frequency of such testing unless otherwise stated herein.
5. Performance of the selected test pile program, including dynamic load test personnel and equipment.  
The County may observe the installation of test piles and all pile testing.
6. Preparing and submitting a Pile Installation Plan for the County's acceptance.
7. Selection of production pile lengths.
8. Development of the driving criteria.
9. Driving piles to the required capacity and minimum penetration depth.
10. Inspecting and Recording the pile driving information.
11. Submitting Foundation Certification Packages.
12. Providing safe access, and cooperating with the County in verification of the piles, both during construction and after submittal of the certification package.

### **Drilled Shaft Foundations for Bridges and Miscellaneous Structures**

The Design-Build Firm shall determine whether the resistance factors used for drilled shaft design will be based on static/statnamic load testing. Prepare a Technical Special Provision (TSP) for tests other than the Modified Quick Test, such as Osterberg Cell Load Test or Statnamic Load Test. For Osterberg Cell Load Tests use the same loading and unloading intervals, as well as the same loading times specified for the Modified Quick Test. Comply with the instrumentation requirements of 455-2.4. Before the resistance factors for static/statnamic load testing may be used for drilled shafts in any of the following areas of the Project, a minimum number of 1 successful load test must be performed in a representative location of that area.

The Design-Build Firm shall be responsible for the following:

1. Evaluating geotechnical conditions to determine the drilled shaft diameter and length and construction methods to be used.
2. Performing the subsurface investigation and drilling pilot holes prior to establishing the drilled shaft tip elevations and socket requirements. For redundant drilled shaft bridge foundations, perform at least one test boring in accordance with the Soils and Foundations Handbook at each bent/pier.
3. Determining the locations of the load test shafts and the types of tests that will be performed.
4. Performing pilot borings for test holes (also known as test shafts or method shafts) and load test shafts and providing the results to the County at least one (1) working day before beginning construction of these shafts.
5. Preparing and submitting a Drilled Shaft Installation Plan for the County's acceptance.
6. Constructing the method shaft (test hole) and load test shafts successfully and conducting integrity tests on these shafts.
7. Providing all personnel and equipment to perform a load test program on the load test shafts.
8. Determining the production shaft lengths.
9. Documenting and providing a report that includes all load test shaft data, analysis, and recommendations to the County.
10. Constructing all drilled shafts to the required tip elevation and socket requirement in accordance with the specifications.
11. Inspecting and documenting the construction of all drilled shafts in accordance with the specifications.
12. Performing Cross-Hole Sonic Logging (CSL) or Thermal Integrity tests on all non-redundant drilled shafts supporting bridges. For redundant drilled shaft bridge foundations and drilled shafts for miscellaneous structures, perform CSL or Thermal Integrity testing on any shaft suspected of containing defects.
13. Repairing all detected defects and conducting post repair integrity testing using 3D tomographic imaging and gamma-gamma density logging.
14. Submitting Foundation Certification Packages in accordance with the specifications.
15. Providing safe access, and cooperating with the County in verification of the drilled shafts, both during construction and after submittal of the certification package.

## Specialty Geotechnical Services Requirements

Specialty geotechnical work is any alternative geotechnical work not covered by County Specifications and requires the development of a Technical Special Provision (TSP). Any TSP for geotechnical work shall include the following:

- a. Criteria of measurable parameters to be met in order to accept the specialty geotechnical work,
- b. A field testing and instrumentation program to verify design assumptions and performance,
- c. A quality control program to be performed by the Design-Build Firm that includes sampling and testing to ensure the material quality, products, and installation procedures meet requirements,
- d. A verification testing program to be performed by the Geotechnical Foundation Design Engineer of Record (GFDEOR) that includes inspection, sampling, and testing to verify the material, products, and procedures meet requirements. The TSP shall include language providing separate lab samples to be used for the County's independent verification.
- e. A certification process

After construction of the specialty geotechnical work, the Design-Build Firm shall submit a certification package for County's review. The certification package shall include the results of all the field testing, instrumentation and lab testing performed and a signed and sealed letter by the GFDEOR certifying that the specialty geotechnical work meets the requirements. The County may issue comments and request additional verification testing.

### D. Utility Coordination

The Design-Build Firm shall utilize a single dedicated person responsible for managing all utility coordination. This person shall be contractually referred to as the Utility Coordination Manager and shall be identified in the Design-Build Firm's Proposal. The Design-Build Firm shall notify the County in writing of any change in the identity of the Utility Coordination Manager.

The Design-Build Firm's Utility Coordination Manager shall be responsible for managing all utility coordination, including, but not limited to, the following:

1. Ensuring that all utility coordination and activities are conducted in accordance with the requirements of the Contract Documents.
2. Identifying all existing utilities and coordinating any new installations.
3. Reviewing proposed utility permit application packages and recommending approval/disapproval of each permit application based on the compatibility of the permit as related to the Design-Build firm's plans.
4. Scheduling and attending utility meetings, preparing and distributing minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.
5. Distributing all plans, conflict matrices and changes to affected Utility Agency/Owners and making sure this information is properly coordinated.
6. Identifying and coordinating the execution and performance under any agreement that is required for any utility work needed in with the Design-Build Project.
7. Preparing, reviewing, approving, signing, coordinating the implementation of and submitting to the County for review, all Utility Agreements.
8. Resolving utility conflicts.
9. Obtaining and maintaining all appropriate "Sunshine State One Call of Florida" tickets.
10. Performing Constructability Reviews of plans prior to construction activities with regard to the installation, removal, temporary removal, de-energizing, deactivation, relocation, or adjustment of utilities.
11. Providing periodic Project updates to the County Project Manager and District Utility Office as requested.
12. Coordination with the County on any issues that arise concerning reimbursement of utility work costs.

The following Utility Agency/Owners (UA/O's) have been identified by the County as having facilities within the Project corridor for which the County contemplates an adjustment, protection, or relocation is possible. Also provided below is a determination made by the County as to the eligibility of reimbursement for each UA/O identified herein along with an identification of whether the UA/O or the Design-Build Firm will be responsible for performing the utility work.

**Table A - Summary of UA/O having facilities within the Proposed Project Limits**

UA/O	Contact Name	Contact Phone Number
Clearwater Gas	Jorge Hernandez	(727) 562-4900 x7423
Duke Energy Transmission	Scott VanVelzor	(813) 909-1241
Duke Energy Distribution	Mark Michael	(727) 893-9710
Verizon	Terry Waidley	(727) 562-1124
WOW	Jay Young	(727) 239-0156
Bright House – Manatee	Scott Creasy	(727) 329-2841 x42841
Pinellas County Utilities – Sewer, Water, Reclaimed Water	Dennis Simpson, Jeremy Waugh	727-464-4223 or 727-453-3005
Bright House Networks, LLC	Randy Lyle	(813) 684-6100 x32143
Tampa Bay Water	Ray Brigham, Danielle	(813) 929-4547, (813) 929-4552

The County has conducted limited advanced utility coordination with the UA/O's listed above. Information pertaining to this coordination is included in the Reference Documents under "Advanced Utility Coordination Documentation". Some Subsurface Utility Engineering (SUE) of the existing utilities has been conducted for the Shared Use Path Concept Plans, and such information is also included in the Reference Documents.

For a reimbursable utility relocation where the UA/O desires the work to be done by their contractor, the UA/O will perform the work in accordance with the utility work schedule (or equivalent, as obtained by the Design-Build Firm based on their design) and permit, and bill the County directly, in accordance with an executed agreement with the County.

**E. Roadway Plans: General:**

The Design-Build Firm shall prepare the Roadway Plans Package in accordance with FDOT GreenBook guidelines and FDOT 2018-2018 Design Manual (former Plans Preparations Manual, Volume 2, Chapter 2). This work effort includes the roadway (Shared Use Path) design and drainage analysis needed to prepare a complete set of Roadway Plans, Traffic Control Plans, Environmental Permits and other necessary documents. All design documents (i.e., plans, specifications, typical sections, details, calculations, analysis, etc.) shall be signed and sealed by a professional engineer, certified in the State of Florida, for the review and concurrence from the County.

**Design Analysis:**

The Design-Build Firm shall develop and submit a signed and sealed Typical Section Package, Pavement Design Package and Drainage Analysis Report for review and concurrence by the County.

The Design-Build Firm shall utilize the approved Typical Section Package and Minimum Pavement Design Package included as Attachments with the Request for Qualification (RFQ) package.

At existing side streets, the proposed Shared Use Path pavement shall connect to the existing side street pavement.

At existing paved driveways, the proposed Shared Use Path shall be constructed through the existing driveways and the driveways will be re-graded/reconstructed from the edge of the road to the right of way in order to provide the flattest possible driveway profile that meets design standards within the right of way limits. Existing concrete driveways will be reconstructed with 6" concrete within these same limits (outside the Shared Use Path crossing) to provide the flattest possible driveway profile that meets design standards within the right of way limits. Unpaved driveways shall be paved between the edge of the road and the inside edge of the Shared Use Path and shall be re-graded from the outside edge of the Shared Use Path to the right of way.

The Design-Build Firm shall be responsible for replacing any impacted mailboxes (with new) within the right-of-way limits.

The Shared Use Path design speed shall be 18 MPH.

Construct a new bi-directional Shared Use Path. The Shared Use Path pavement shall be 10-15 feet in width with a 12 foot maximum width in the Duke easement. Less than 12 feet shall only be permitted with Pinellas County approval upon proof that 12 or more cannot be reasonable achieved. The Trail shall have a 0.02 maximum cross slope with 2 foot level unpaved shoulders on both sides and 3 foot lateral clearance to obstructions. At the outside of the proposed Shared Use Path, 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided to tie to existing ground or proposed swales or ditches. Along both sides of the proposed Shared Use Path 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided. The minimum Clear Zone to be maintained shall be 24 feet per Table 3-13, Florida Greenbook, May 2013 Edition. At right turn lane locations the minimum Clear Zone shall be 18 feet from the edge of the turn lane.

For drop-off hazard shielding, Florida Department of Transportation Design Standards Index series 515-080 (former Index #880) and 515-051 (former Index #851) (Type 1 – Picket Infill Panel) shall be used. Fencing is not allowed to shield drop-offs.

The use of boardwalk shall not be allowed without Pinellas County approval.

The Design-Build Firm shall prepare a sidewalk matrix and related deliverables in accordance with the District Seven Sidewalk Location Justification Memo dated July 25, 2011 in addition to standard criteria. The memo and matrix spreadsheet have been included in the RFP Package. The Design-Build Firm shall be responsible to prepare the minimum elements/deliverables based on the memo and submit with the 90% plans submittal.

Any deviation from the County's design criteria will require a Design Variation and any deviation from AASHTO will require a Design Exception. If a Design-Build Firm requests a Design Variation or Design Exception, it must be discussed prior to the submission of the Proposal. All such Design Variations and Design Exceptions must be approved or disapproved prior to the submission of the Proposal and such variances and exceptions will be disclosed to all the Design-Build Firms.

These packages shall include the following:

## **Roadway Design:**

See FDOT 2018-2019 Design Manual (former Plans Production Manual Volume 2; Chapter 2) for Roadway Design sheets, elements and completion level required for each submittal.

### **1. Typical Section Package:**

- Transmittal letter
- Location Map
- Shared Use Path Typical Section(s)
  1. Pavement Description
  2. Minimum lane, shoulder, widths
  3. Slopes requirements
  4. Barriers
  5. Right-of-Way
    - Data Sheet
    - Design Speed

### **2. Pavement Design Package:**

- Pavement Design
  1. County standard pavement design
  2. Duke Energy accommodation
  3. Cross slope

Use of the Mechanistic-Empirical Pavement Design Guide (MEPDG) for pavement design shall not be allowed.

### **3. Drainage Analysis:**

The Design-Build Firm shall be responsible for designing the drainage and stormwater management systems. All design work shall be in compliance with the Florida Administrative Code, chapter 14-86; Federal Aid Policy Guide 23 CFR 650A; Pinellas County Public Works, Pinellas County Code of Ordinances and the requirements of the regulatory agencies. This work will include the engineering analysis necessary to design any or all of the following: cross drains, French drains, roadway ditches, outfall ditches, storm sewers, retention/detention facilities, and water management, other drainage systems and elements of systems as required for a complete analysis. Full coordination with all permitting agencies, the County's Environmental Management section and Drainage Design section will be required from the outset. Full documentation of all meetings and decisions shall be included in the Drainage Design Documentation. These activities and submittals should be coordinated through the County's Project Manager.

The exact number of drainage basins, outfalls, cross drains and water management facilities (retention/detention areas, weirs, etc.), floodplain compensation sites and Impaired Water Body and Outstanding Florida Waters designations shall be the Design-Build Firm's responsibility.

The objective is to obtain an approved stormwater design that addresses water quality treatment, water quantity attenuation, floodplain impacts and conveyance systems. These services shall include, but are not limited to the following:

- A. The Design-Build Firm shall be completely familiar with all existing permits along the trail alignment that affect the project. The Design-Build Firm shall strive to avoid impacts to permitted water management facilities and floodplains along the project corridor. Impacts to water management facilities and floodplains that cannot be avoided must be minimized and compensated for by the Design-Build Firm within the right-of-way identified for the proposed trail. If all or portions of the project meet permit agency exemption requirements, the Design-Build Firm shall obtain written letters confirming the exemptions.

- B. All impacts and replacement of existing floodplains and historical basin storage within ditches and low depression areas along the project shall be determined and documented. The proposed design shall document no increase in high water elevations (3-year thru 100-year) and shall be in compliance with Pinellas County's Floodplain Management Ordinance.
- C. The Design-Build Firm shall be familiar with all drainage and flooding issues along the project. This includes but is not limited to, reviewing flooding investigations, coordination with County maintenance and engineering forces and reviewing adjacent permits to the project. The Design-Build Firm shall provide design that does not aggravate existing or create new flooding issues along the project.
- D. The Design-Build Firm shall evaluate and document the proposed base clearance above the seasonal high groundwater table in setting the proposed profile of the trail. The minimum clearance for the trail base course above the base clearance water elevation shall be 1-foot following the FDOT 2018-2019 Design Manual (former PPM Volume I, Table 2.6.3).
- E. Criteria for Grade Datum. Additionally, the trail elevation shall be set such that the trail will not be overtopped during a 3-year design rainfall event. Prior to the 90% Plan submittal, the Design-Build Firm shall meet with the COUNTY to discuss the proposed profile with respect to base clearance and impacts to floodplains. A reduction in resilient modulus in accordance with the County design standards or FDOT 2018-2019 Design Manual (former Plans Preparation Manual) may need to be determined if flexible pavement is proposed for the project.
- F. Minor losses shall be included in the computation of the design hydraulic gradient for all storm drain systems. The minimum Manning's roughness coefficient or n value of 0.012 shall be used in the computation of all storm drains. All pipe dimensions shown in the construction plans shall be the inside diameter and shall correspond with the dimensions in the storm drain hydraulic analysis. Flood flow requirements will be determined in accordance with the County's procedures.
- G. Runoff from all bridge ends shall be collected in such a way as to prevent erosion problems resulting from flows from the trail pavement over the embankment. Shoulder gutter (if utilized) limits shall include the limit of embankment at bridge ends where slopes are steeper than 1:3.
- H. The Design-Build Firm shall verify that all existing cross drains and storm sewers that are to remain have adequate hydraulic capacity and design service life. This includes existing cross drains that may need to be extended to accommodate the trail. If any of these existing cross drains or storm sewers are found to be hydraulically inadequate or found to have insufficient design service life, they must be replaced or supplemented in accordance with the drainage requirements of this RFQ. If any existing cross drains or storm sewers require repairs but otherwise would have sufficient remaining design life, repairs shall be made in accordance with the requirements of this RFQ.
- I. The Design-Build Firm shall be responsible for field verifying all existing pipes to be lined. The Design-Build Firm shall not line pipes that have existing liners.
- J. Pipe lining shall be by inverting method (specification 431-4.3) (Fully deteriorated gravity pipe condition) or equivalent pipe lining method which provides the same structural integrity, 50-year service life, and capacity as the inverting method per American Society of Testing and Materials F-1216. Pipe lining shall also be in compliance with Pinellas County specifications.
- K. The Design-Build Firm shall submit to the County the calculations which support the selected pipe lining method's structural integrity, 50-year service life, capacity, Manning's n value, lining thickness for the appropriate pipe size as compared to the inverting method. This information shall be submitted with the 90% Phase Submittal. Manning's n value is 0.010 for the *inverted* liner.
- L. Existing culverts that are to remain shall be de-silted for their entire length.



- M. Jack and bore and micro-tunneling casing pipes can be utilized as a carrier pipe in accordance with the following criteria:
1. The casing shall extend the entire length from drainage structure to drainage structure. The entire length of the casing from drainage structure to drainage structure shall have a uniform diameter, wall thickness and material type.
  2. A soil boring and environmental data shall be required at each casing location as part of the casing ( FDOT) pipe service life estimator calculations.
  3. Structure to structure liners (FDOT Standard Specification 431-4.3) shall be required if completed casing welds are determined not to be air tight.
  4. Video inspection shall be required at the completion of each casing installment.

Class V concrete pipe shall be required for jack and bore and micro-tunneling operations that utilize concrete pipes.

The Design-Build Firm will use optional culvert materials in accordance with the FDOT's Drainage Manual Criteria and Pinellas County Drainage and Environmental – Standard Technical Specifications for Roadway and Related Construction.

The minimum Reinforced Concrete Pipe class shall be Class II. The minimum High-Density Polyethylene pipe class shall be Class II. The Design- Build Firm shall only use the optional pipe materials tabulated for a given structure and the documentation supporting the optional pipe material including the FDOT's Culvert Service Life Estimator Program analysis shall be submitted to the County with the 90% plan submittal.

Pipe material type installed on the project shall be indicated on the Summary of Drainage Structure Sheets.

All precast storm sewer manholes and inlets shall comply with Pinellas County Standards.

Masonry sealing of the pipe connections will be allowed where the pipe to drainage structure connections meet any of the conditions listed below. The Design-Build Firm shall submit the supporting documentation which provides the justification for elimination of the resilient connectors to the County for review and approval. Justification shall include a demonstration that avoidance of the following conditions is not practical. The conditions where resilient connectors will not be required are as follows:

- a. The pipe skew angle at the connection to the drainage structure is greater than 15 degrees, in either the horizontal or vertical direction.
- b. The drainage structure and all connections fall outside the 1:2 roadway template control line for the Future Configuration as per FDOT Standard Index 120-001 (former Index #505).
- c. The remaining beam height of the single precast unit, from the top of that segment to the crown of the selected pipe, is less than 8 inches.
- d. Where elliptical pipes are specified in the plans.

Prior to proceeding with the Drainage Design, the Design-Build Firm shall meet with the County. The purpose of this meeting is to provide information to the Design-Build Firm that will better coordinate the Preliminary and Final Drainage Design efforts. This meeting is Mandatory and is to occur fifteen (15) calendar days (excluding weekends and County observed holidays) prior to any submittals containing drainage components.

The Design-Build Firm shall provide the County a signed and sealed Drainage Design Report. The Design-Build Firm shall include all necessary support data. The Drainage Design Report shall include, at a minimum, the following items:

- a. Comprehensive narrative with a clear description of the overall stormwater management system
- b. Existing conditions drainage pattern discussion and existing drainage map
- c. Proposed conditions drainage pattern discussion and proposed drainage map
- d. Outfall and boundary conditions
- e. Tailwater conditions and supporting documentation
- f. Design criteria
- g. Cross drain analysis
- h. Floodplain/floodway encroachment and compensation analysis
- i. Stormwater quality analysis, including volume recovery calculations
- j. Stormwater quantity analysis, including Interconnected Channel and Pond Routing (or equivalent software) input and output
- k. A link-node diagram for the existing and proposed drainage conditions overlaid on contoured aerial photography shall be provided for all modeling. The diagram shall include, at a minimum, node names, link names, and overall drainage divides and areas.
- l. The drainage areas, Time of Concentration, Curve Number, and other supporting data
- m. Control structure analysis, including skimmer and bleeder calculations
- n. Hydraulic spread calculations including grate capacity
- o. Storm tabulations in FDOT format to ensure pipes are sized adequately
- p. Ditch conveyance analysis
- q. Pavement drainage analysis (sheet flow, gutter flow, hydroplaning, special gutter grades)
- r. Culvert service life analysis
- s. Structure and liner floatation analysis
- t. Temporary drainage during construction
- u. Supporting data for the above items
- v. Relevant correspondence

All calculations shall require County approval to ensure the drainage design meets all County criteria. The drainage documentation shall not reference any previously prepared design documentation or existing permit information as substituting for the Project design. All pertinent information from any previously prepared information by others shall be incorporated into the corresponding sections of the Project design documentation. An attachment of entire previously prepared documents will not be accepted.

As part of the stormwater management design, the design will provide documented assurance that there is no net reduction in ditch conveyance and/or storage volume resulting in adverse impacts to adjacent property owners both upstream and downstream and shall not reduce the water quality treatment currently being achieved and shall meet the standards set forth in the Pinellas County Code of Ordinances. As part of the design, the proposed design will evaluate any potential increase in discharge rates, water surface elevations, and volume (for closed basins). The design will evaluate any potential increase in discharge rate and volume to the outfalls and determine if this increase could have an adverse impact to adjacent properties. Impacts identified by the Designer as not causing an adverse impact shall be well documented and will require approval from the District Drainage Engineer. Should the impact be identified as an adverse impact, the design will evaluate providing additional storage within the right-of-way, easement, or other potential solutions (i.e. exfiltration trenches) to eliminate or reduce the adverse impact. This will be clearly documented in the drainage documentation so that the design can easily be defended should any property owner have a concern of increased flows or water surface elevations due to the multi-use trail. This evaluation and documentation is required for all multi-use trail projects including those that may be identified as exempt from water management district permitting requirements. The level of evaluation effort should be commensurate with the risk associated with the project.

Drainage Plans shall include as a minimum, the following items:

- a. Drainage Map and Regional Drainage Map
- b. Summary of Drainage Structures
- c. Optional Pipe Materials Sheet
- d. Roadway Plan/Profile Sheets (include all drainage structures)
- e. Drainage Structure Sections
- f. Stormwater Management Facility (SMF) and Floodplain Compensation (FPC) Sheets (Plan, Typical Section, Control Structure Detail), if needed.
- g. Lateral Ditch Plan/Profile if needed
- h. Lateral Ditch Cross Sections if needed
- i. Drainage Detail Sheets

**F. Geometric Design:**

The Design-Build Firm shall prepare the geometric design for the Project using the Design Standards and criteria that are most appropriate with proper consideration given to the design traffic volumes, adjacent land use, design consistency, aesthetics, Americans with Disabilities Act (ADA) requirements, and this document.

The design elements shall include, but not be limited to, the horizontal and vertical alignments, lane widths, shoulder widths, median widths, cross slopes, borders, sight distance, side slopes, front slopes and ditches. The geometric design developed by the Design-Build Firm shall be an engineering solution that is not merely an adherence to the minimum American Association of State Highways and Transportation Officials and/or County standards.

The Design-Build Firm shall utilize the horizontal geometry depicted in the Horizontal Alignment Plan. See FDOT 2018-2019 Design Manual (former PPM Volume 1; Chapter 8.6) for horizontal and vertical geometric requirements.

**G. Design Documentation, Calculations, and Computations:**

The Design-Build Firm shall submit to the County design documentation, notes, calculations, and computations to document the design conclusions reached during the development of the construction plans.

The design notes and computation sheets shall be fully titled, numbered, dated, indexed, and signed by the designer and the checker. Computer output forms and other oversized sheets shall be folded to a standard size 8½" x 11". The data shall be in a hard-back folder for submittal to the County. At the Project completion, a final set of design notes and computations, signed by the Design-Build Firm, shall be submitted with the record set of plans and tracings.

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

- 1. Design Standards and criteria used for the Project
- 2. Geometric design calculations for horizontal alignments
- 3. Vertical geometry calculations
- 4. Documentation of decisions reached resulting from meetings, telephone conversations or site visits

**H. Structure Plans:**

**1. Bridge Design Analysis:**

- a. The Design-Build Firm shall submit to the County final signed and sealed design documentation prepared during the development of the plans.
- b. The Design-Build Firm shall insure that the final geotechnical and hydraulic recommendations and reports required for bridge design are submitted with the 90% and Final Bridge plans.

- c. The Design-Build Firm shall evaluate scour on all bridges over water using the procedures described in Federal Highway Administrations Hydraulic Engineering Circular No. 18.
- d. The Engineer of Record for bridges shall analyze the effects of the construction related loads on the permanent structure. These effects include but are not limited to: construction equipment loads, change in segment length, change in construction sequence, etc. The Engineer of Record shall review all specialty engineer submittals (camber curves, falsework systems, etc.) to ensure compliance with the contract plan requirements and intent.

## 2. Criteria

The Design-Build Firm shall incorporate the following into the design of this facility:

- a. Design, plans and specifications must be in accordance with latest editions of: FDOT GreenBook, Pinellas County Standard Specifications, Pinellas County Standard Details, Pinellas County Code of Ordinances, and FDOT Design standards and details.
- b. Critical Temporary Retaining Walls: Whenever the construction of a structural component (such as a wall, footing, or other such component) requires excavation that may endanger the public or an existing structure that is in use the Design-Build Firm must protect the existing facility and the public. If a critical temporary retaining wall is, therefore, required during the construction stage only, it may be removed and reused after completion of the work. Such systems as steel sheet pilings, soldier beams and lagging or other similar systems are commonly used. In such cases, the Design-Build Firm is responsible for designing detailing the wall in the set of contract plans. These plans must be signed and sealed by the Structural Engineer in responsible charge of the wall design.
- c. Exposed (visible) portions of permanent retaining walls shall be concrete construction.
- d. Alternate materials for the use of backfill of Mechanically Stabilized Earth walls shall not be permitted. MSE Wall Backfill shall meet the requirements of the FDOT Standard Specifications.
- e. Lightweight concrete will not be permitted for any structural applications.
- f. Section 1.4.5 of the Structures Manual Florida Department of Transportation Structures Design Guidelines Vol 1, 1/2017 be followed for concrete surface finishes.
- g. Bridge beams must maintain positive camber after all dead loads and super imposed dead loads are applied.
- h. Pile driving operations will be restricted to the hours of 8:00 a.m. to 7:00 p.m. to avoid interfering with any adjacent noise sensitive land uses or a different foundation design will be considered, i.e., drilled shafts.
- i. Geo Synthetic Reinforced Soil Abutments may be considered for Pedestrian Bridges
- j. Segmental Block Walls may be considered where appropriate.

- k. Open Expansion Joints in Bridge Decks are NOT permitted.
- l. Cheek walls shall be provided at exposed ends of all end bents and piers.
- m. If Gravity Wall is used, it must be the Scheme 2 from Index Series 102-600 (former Index # Index 6011 Sheet 1 of 1) with a minimum 2'-0" embedment and 1'-0" minimum to SHW, or another type of wall must be used.
- n. Turf Reinforcement Mats or other geotextiles shall be constructed on fill slopes adjacent to the ends of all walls and shall extend 50 feet beyond the wall ends in order to prevent erosion of the fill slope.

**I. Specifications:**

County Specifications may only be modified with County approval. The Design-Build Firm shall prepare and submit a signed and sealed Construction Specifications Package for the Project.

**J. Shop Drawings:**

The Design-Build Firm shall be responsible for the preparation and approval of all Shop Drawings. Shop Drawings shall bear the stamp and signature of the Design-Build Firm's Engineer of Record (EOR), and Specialty Engineer as appropriate. The County shall review the Shop Drawing(s) to evaluate compliance with Project requirements and provide any findings to the Design-Build Firm. The County's procedural review of shop drawings is to assure that the Design-Build Firm's EOR has approved and signed the drawing, the drawing has been independently reviewed and is in general conformance with the plans. The County's review is not meant to be a complete and detailed review. Upon review and approval of the shop drawing, the County will initial, date, and stamp "Released for Construction" or "Released for Construction as Noted".

Shop drawing submittals must be accompanied by sufficient information for adjoining components or areas of work to allow for proper evaluation of the Shop Drawing(s) submitted for review.

**K. Sequence of Construction:**

The Design-Build Firm shall construct the work in a logical manner and with the following objectives as guides:

1. Maintain or improve, to the maximum extent possible, the quality of existing traffic operations, both in terms of flow rate and safety, throughout the duration of the Project.
2. Minimize the number of different Traffic Control Plan (TCP) phases, i.e., number of different diversions and detours for a given traffic movement.
3. Take advantage of newly constructed portions of the permanent facility as soon as possible when it is in the best interest of traffic operations and construction activity.
4. Maintain reasonable direct access to adjacent properties at all times, with the exception in areas of limited access Right-of-Way where direct access is not permitted.
5. Coordinate with adjacent construction Projects and maintaining agencies.

**L. Stormwater Pollution Prevention Plans (SWPPP)**

The Design-Build Firm shall prepare a Storm Water Pollution Prevention Plan (SWPPP) as required by the National Pollution Discharge Elimination System (NPDES). The Design-Build Firm shall refer to the County's Project Development and Environment Manual and Florida County of Environmental Protection (FDEP) Rule 62-621.300(4)(a) for information in regard to the SWPPP. The SWPPP and the Design-Build Firm's Certification (FDEP Form 62-621.300(4)(b) **NOTICE OF INTENT (NOI) TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES**) shall be submitted for County review and approval. County approval must be obtained prior to beginning construction activities.

**M. Temporary Traffic Control Plan:**

**1. Traffic Control Analysis:**

The Design-Build Firm shall design a safe and effective Temporary Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. Topics to be addressed shall include, but are not limited to, construction phasing, utility relocation, drainage structures, signalization, ditches, front slopes, back slopes, drop offs within clear zone, temporary roadway lighting and traffic monitoring sites. Special consideration shall be given to the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

The Temporary Traffic Control Plan shall address how to assist with maintenance of traffic throughout the duration of the contract.

**2. Temporary Traffic Control Plans:**

The Design-Build Firm shall utilize Index Series 102-600 (former Index #600) of the FDOT Design Manual where applicable. Should these standards be inadequate, a detailed Temporary Traffic Control Plan shall be developed. The Design-Build Firm shall prepare plan sheets, notes, and details to include the following: typical section sheet(s), general notes and construction sequence sheet(s), typical detail sheet(s), traffic control plan sheet(s).

The Design-Build Firm shall prepare additional plan sheets such as detours, cross sections, profiles, drainage structures, temporary roadway lighting, retaining wall details, and sheet piling as necessary for proper construction and implementation of the Temporary Traffic Control Plan.

**3. Traffic Control Restrictions:**

There will be NO LANE CLOSURES allowed between the hours of 7:00 AM to 8:00 PM. A lane may only be closed during active work periods. Pacing operations will be allowed during the approved lane closure hours. There will be no DETOURS allowed. All lane closures must be reported to the County designated Construction Engineering Inspector who will coordinate with local emergency agencies, the media, schools, etc. Also, the Design-Build Firm shall develop the Project to be able to provide for all lanes of traffic to be open in the event of an emergency, or if the lane closure causes a drive delay greater than (20) minutes.

**N. Environmental Services/Permits/Mitigation:**

The Design-Build Firm will be responsible for preparing the design based on the conceptual alignment and proposing construction methods that are permissible. The Design-Build Firm will be responsible for any required permit application fees (except as otherwise specified herein). All permits necessary will be acquired prior to commencing construction activity. Delays due to incomplete or erroneous permit application packages, agency rejection, agency denials, agency processing time, or any permit violations, except as provided herein, will be the responsibility of the Design-Build Firm, and will not be considered sufficient reason for a time extension or additional compensation. Pinellas County is responsible for reviewing, approving, signing; and the Design-Build Firm will submit the permit application package including all permit modifications, or subsequent permit applications.

**O. Signing and Pavement Marking Plans:**

The Design-Build Firm shall prepare signing and pavement marking plans in accordance with County criteria.

- The Design-Build Firm shall provide signing and pavement markings for any mid-block trail crossing. The design shall include a pedestrian activated Rectangular Rapid Flashing Beacons (RRFB's) installed at the crosswalk (dual indicated both directions) along with appropriate warning signs (W11-15 and W16-7P). RRFB's shall also be installed in advance of the crosswalk along with warning signs (W11-15 and W16-7P). The RRFB's shall be solar powered. The RRFB's shall be pushbutton activated and all RRFB's shall be actuated with the pushbuttons.
- The Design Build Firm shall provide signing and pavement markings on the shared use path and at all side street crossings.

The Design-Build Firm shall be responsible for the design of all new or retrofit sign supports (post, overhead span, overhead cantilever, bridge mount and any applicable foundations). The Design-Build Firm shall show all details (anchor bolt size, bolt circle, bolt length, etc.) as well as all design assumptions (wind loads, support reactions, etc.) used in the analysis. Mounting types for various signs shall not be changed by the Design-Build Firm (i.e. if the proposed or existing sign is shown as overhead it shall be overhead and not changed to ground mount) unless approved by the County. Any existing sign structure to be removed shall not be relocated and reused, unless approved by the County.

It shall be the Design-Build Firm's responsibility to field inventory and show all existing signs within the Project limits and address all regulatory, warning and signage along the Project. Existing single and multi-post sign assemblies impacted by construction shall be entirely replaced and upgraded to meet current standards. Existing sign assemblies not impacted by construction can remain.

- P. Lighting Plans:** The Design-Build Firm shall prepare Lighting Plans in accordance with County and FDOT criteria.
- Q. Signalization Plans:** The Design-Build Firm shall prepare Signalization Plans in accordance with County criteria.
- R. Connection Permits:** The Design-Build Firm shall obtain appropriate connection permits for crossings of state, County and city roads.

END OF DOCUMENT

**EXHIBIT K**

**PERMITS**

**There are no permits included in this contract**



**EXHIBIT L**  
**PHASE 1 AND PHASE 2 PROJECT DESIGN MILESTONES AND DELIVERABLES**

Refer to Appendix I

**EXHIBIT M**

**DESIGN PROFESSIONAL, ENGINEERS, & CONTRACTOR**

\_\_\_\_\_ : **Contractor**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **General Contractor**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Design Professional**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Civil & Environmental Engineering**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Structural Engineering**

\_\_\_\_\_, Florida \_\_\_\_\_

\_\_\_\_\_ : **Other**

\_\_\_\_\_, Florida \_\_\_\_\_

**EXHIBIT N**

**GUARANTEED MAXIMUM PRICE AMENDMENT AGREEMENT FORM**

Pursuant to Sections 3B and 5A of the Design Build Agreement, dated \_\_\_\_\_, between Pinellas County, Florida ("Owner") and "Design Builder", for the design and construction of the ("Project"), Owner and Design Builder establish the Guaranteed Maximum Price and Contract Time for all the Work as set forth below:

**ARTICLE 1**

**SCOPE OF WORK**

The scope of the Work consists of the design and construction of the Project in accordance with the Agreement, this Amendment and other Contract Documents listed as Attachments 1 through 6 below, which are hereby incorporated into and made a part of the Amendment by this reference:

Attachment Number	Description	Pages	Dated
1.	List of Drawings and Specifications	____ through ____	_____
2.	Schedule of Values	____ through ____	_____
3.	Clarifications, & Exclusions	____ through ____	_____
4.	Completion Schedule	____ through ____	_____
5.	List of Subcontractors and Major Suppliers	____ through ____	_____
6.	Allowances	____ through ____	_____

**DIRECT PURCHASES**

**Not Applicable**

## ARTICLE 2

### **GUARANTEED MAXIMUM PRICE**

2.1 The Guaranteed Maximum Price for the Work, as defined in Section 3B of the Agreement, is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

2.2 Monthly installment payment of the Guaranteed Maximum Price shall be based upon the percent completion of the designated portion of the Work for each particular month.

2.3 In order to efficiently and timely address certain Change Order situations that may arise during Phase 2, the parties have agreed to establish an Owner controlled contingency within the Guaranteed Maximum Price in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) ("Owner's Contingency"). The Design Builder acknowledges and agrees that any change work which is to be charged against the Owner's Contingency must be approved in advance in a Change Order or Construction Change Directive signed by \_\_\_\_\_. The Owner reserves the right, at its sole discretion, to withhold its consent on Owner's Contingency expenditures. Unused Owner's Contingency remaining at Substantial Completion will be deducted from the Guaranteed Maximum Price. Design Builder has no entitlement to any portion of any unused Owner's Contingency.

2.4 If the parties agree to establish Allowances within the Guaranteed Maximum Price, said Allowances items and amounts will be identified in Attachment 6. Design Builder shall not proceed with any portion of the Work associated with the aforesaid Allowances ("Allowance Work") without first obtaining Owner's express written authorization to proceed with said Allowance Work.

2.5 Design Builder recognizes that this Contract includes work for trench excavation in excess of five feet deep. Design Builder acknowledges the requirements set forth in Section 553.63 of the Florida Statutes titled Trench Safety Act. Design Builder certifies that the required trench safety standards will be in effect during the period of construction of the Project and Design Builder agrees to comply with all such required trench safety standards.

2.5.1 The amount of \_\_\_\_\_ dollars (\$\_\_\_\_\_) has been separately identified in Attachment 2, Schedule of Values, for the cost of compliance with the required trench safety standards; said amount is included within the Guaranteed Maximum Price.

## ARTICLE 3

### **CONTRACT TIME**

3.1 The Phase 2 Commencement Date for the Work is \_\_\_\_\_. The total period of time beginning with the Phase 2 Commencement Date through the date required for Substantial Completion of the Work is \_\_\_\_\_ days ("Contract Time"). THE SUBSTANTIAL COMPLETION DATE IS THEREFORE ESTABLISHED AS \_\_\_\_\_.

3.2 Pursuant to this Agreement, the parties have established a liquidated damage rate for reasons stated therein, which the parties acknowledge and agree apply to this Amendment and Design Builder's responsibility to complete the Work within the Contract Time as stated herein. Accordingly, the liquidated damage rate established in this Agreement shall be assessed from Design Builder for each calendar day Design Builder fails to achieve Substantial Completion for the Designated Work within the Contract Time.

**ARTICLE 4**

**MISCELLANEOUS**

4.1 Except as expressly modified herein, the terms and conditions of the Agreement remain unchanged. In the event of a conflict between the terms of this Amendment and those of the Agreement, Owner and Design Builder agree that the terms of this Amendment shall prevail and control.

4.2 E-Verify. The Design Builder and any subcontractors performing work or providing services pursuant to this Agreement must utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Design Builder and/or subcontractors during the term of the Agreement.

Owner

Design Builder

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment 1**  
**List of Drawings, Specifications, and Addendums**

(See Attached)

**Attachment 2**  
**Schedule of Values**

(See Attached)



**Attachment 3**

**Assumptions, Clarifications, & Exclusions**

(See Attached)

**Attachment 4**

**Completion Schedule**

**SEE APPENDIX I – TASK VI - SCOPE OF SERVICES PREPARED BY CONE & GRAHAM, INC.**

**Attachment 5**  
**List of Subcontractors and Major Suppliers**

(See Attached)

**Attachment 6**  
**Allowances**

(See Attached)

## EXHIBIT O

### SCOPE OF PHASE 1 SERVICES

(SEE ALSO APPENDIX I - SCOPE OF SERVICES PREPARED BY CONE & GRAHAM, INC.)

#### 1. DESCRIPTION OF PROJECT:

- 1.1. This Project is located in Pinellas County, Florida from the southern terminus of the existing Pinellas Trail at the South side of Enterprise Road to the northern terminus of the existing Pinellas Trail on CR 611 at John Chesnut Park.
- 1.2. This Project consists of the design and construction of the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail from John Chesnut Park to Enterprise Road.

#### 2. DESIGN SERVICE REQUIREMENTS FOR PHASE 1 AND PHASE 2:

- 2.1. Design Builder's design documents shall be consistent with the Design Criteria Package at all phases of design unless expressly authorized otherwise in writing by Owner.
- 2.2. Design Builder shall submit to Owner design notes and computations to document the design conclusions reached during the development of the Project design as requested by Owner.

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

- 2.2.1.1 Design criteria used for the Project;
- 2.2.1.2 Structural calculations;
- 2.2.1.3 Drainage calculations;
- 2.2.1.4 Calculations showing probable cost comparisons of various alternatives considered
- 2.2.1.5 Documentation of decisions reached resulting from meetings, telephone conversations or site visits; and
- 2.2.1.6 Other Project related correspondence as appropriate.

- 2.3 All drawing documents for the Project shall be accurate, legible, complete in design, suitable for bidding purposes and in conformance to Owner's design guidelines. Documents shall be furnished in accordance with the Design Schedule. Drawings will be developed in AutoCAD 3D, current version being utilized by the Owner.
- 2.4. Owner in no way obligates itself to check Design Builder's work, and further, is not responsible for maintaining the Design Schedule.
- 2.5. Owner's approval or acceptance of any service in any phase does not relieve Design Builder of any of its duties, obligations or responsibilities under the Agreement.
- 2.6. Design Builder will establish a Project budget with the Owner during Phase 1. Once the budget has been established and agreed to by both the Owner and Design Builder, Design Builder will continue to maintain same through the end of Phase 1. The final Guaranteed Maximum price included in the proposal at the end of Phase 1 will be at or lower than the budget established in the earlier stages of Phase 1. Design Builder warrants that all professional services to be provided by it under the Agreement shall be in accordance with the terms and conditions set forth in the Agreement and the design of the Project shall be accomplished so that the total Project cost to Owner does not exceed the above noted Owner's budget. Notwithstanding anything herein to the contrary, Design Builder shall revise and modify the Construction Documents and rebid the Work at no additional cost to Owner, if subcontract bids from responsive and responsible bidders exceed Owner's Project budget, as said budget may be modified by Owner, as provided for herein. All such revisions and modifications of the Construction Documents shall be subject to the review and approval of Owner.

- 2.7. Design Services: Design Builder shall, consistent with applicable state licensing laws, provide design services, including architectural, engineering and other design professional services, required by this Agreement. Such design services shall be provided through qualified, licensed design professionals who are either (i) employed by Design Builder, or (ii) procured by Design Builder from independent sources. Nothing in this Agreement is intended to create any legal or contractual relationship between Owner and any independent design professional.
- 2.8. Owner shall provide Design Builder with Owner's Project Criteria describing Owner's program requirements and objectives for the Project. Owner's Project Criteria shall include Owner's use, space, price, time, site, performance and expandability requirements. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements and other technical materials and requirements prepared by or for Owner. Design Builder shall review and prepare a written evaluation of such criteria, including recommendations to Owner for different and innovative approaches to the design and construction of the Project. The parties shall meet to discuss Design Builder's written evaluation of Owner's Project Criteria. Design Builder shall continue at Owner's direction until a detailed Final Design Criteria Package has been completed and has been approved by the Owner.
- 2.9. Design Builder shall review the Owner's budget and any applicable cost estimates as compared to the Owner's Design Criteria Package. The Design Builder shall confirm in writing to the Owner whether the Project can be designed and successfully constructed within the limits of the Owner's budget and program constraints.
- 2.10. Design Builder shall submit a presentation of results of user interviews and building program update, including the following: description of building functions and unique activities

### 3. SCHEMATIC DESIGN:

- 3.1. Design Builder shall prepare Preliminary Conceptual Design Plans. The Conceptual Design Documents will be based upon the Design Criteria Package. The Conceptual Design Documents shall include design criteria, drawings, diagrams and specifications setting forth the requirements of the Project. The Conceptual Design Documents will include multiple design scenarios for project areas where alternatives might impact schedule, overall price, consistent with the Design Criteria Package or improvements to operation or long term maintenance. The parties shall meet to discuss the Conceptual Design Documents and agree upon what revisions, if any, should be made. Owner shall have final approval of such revisions, and Design Builder shall perform such revisions. Design Builder shall meet with Owner during the Conceptual Design phase as often as required until a Final Conceptual Design has been completed and has been approved by the Owner. Design Builder shall certify that the Final Conceptual Design totally complies with the Design Criteria Package except for such deviations that expressly have been brought to the Owner's attention and approved by Owner in writing. Design Builder shall prepare and include a statement with comments concerning constructability of the project and a cost estimate for construction in the Final Conceptual Design.
- 3.2. Owner's acceptance of Conceptual Design Documents in no way relieves Design Builder of its obligation to deliver complete and accurate documents necessary for successful construction of this Project.
- 3.3. Design Builder shall work with the Project Manager and other Users of the Project to meet design requirements and identify the areas within the design which offer the greatest potential for the elimination of unnecessary costs. The requirements of the Design Criteria Package shall not be eliminated as value engineering items, except with the Owner's express written approval.
- 3.4. Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Conceptual Design Documents. Design Builder shall be required to conduct at least one formal presentation at completion of this phase to demonstrate how Owner's previously submitted comments have been incorporated into the design documents.

- 3.5 All Conceptual Design Documents prepared by or for Design Builder are subject to Owner's review and approval. Design Builder shall submit the Conceptual Design Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days of receipt. Design Builder shall revise the Conceptual Design Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Design Development Phase.
- 3.6 Design Builder will be required to provide Owner with a cost estimate as part of the Conceptual Design Documents, together with a written explanation for all variances between that cost estimate and Owner's approved Project budget. The cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's cost estimate or any other estimate prepared by or for Owner based upon the Conceptual Design Documents indicate that costs will exceed Owner's approved Project budget, Design Builder shall revise the Conceptual Design Documents to bring them within Owner's approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Conceptual Design Documents to bring them within Owner's approved Project budget. Design Builder shall also provide Owner with an updated Project Schedule.

#### 4. DESIGN DEVELOPMENT– 30% -

After Owner's review and approval of the Conceptual Design Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Design Development services and perform the following:

- 4.1. Design Builder shall prepare Design Development Documents based on the Conceptual Design as approved by the Owner in Section 3 hereof. Design Builder shall Conceptual Design Development Documents shall further develop Conceptual Design to a level of definitiveness and detail to fix and describe the size and character of the various Project components and each Project discipline and system as may be appropriate for this state of development including long lead and special order materials and equipment, which will permit determination of whether the facility can be satisfactorily constructed in all task areas by all disciplines.
- 4.2 Design Builder shall prepare Development Documents up to Phase I (30%) completion as defined in the FDOT 2018-2019 Design Manual (former Plan Preparation Manual, Volume 2, Chapter 2) as applicable. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT 2018-2019 Design Manual (former must be approved by the Project Manager.
- 4.3 Design Builder shall perform materials research and prepare specifications specific to project requirements in draft form.
- 4.4 Design Builder shall identify and properly coordinate the requirements of the various utility services that have an impact upon the project design. Drainage investigations and drainage designs shall be coordinated with storm water management district having jurisdiction on the site.

- 4.5 Design Builder shall evaluate alternative ideas in terms of their feasibility to construct, time, and cost. Design Builder shall work with the Owner's Project Manager and other users of the Project to meet design requirements and identify the areas within the design, which offer the greatest potential for the elimination of unnecessary costs.
- 4.6 The parties shall meet to discuss the Design Development Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Design Development as often as required until a final set of Design Development Documents have been completed by Design Builder and approved by Owner. Design Builder shall prepare and include a statement with comments concerning constructability of the Project and a Project cost estimate, all based upon the final set of Owner approved Design Development documents.
- 4.7 Design Builder will develop selected alternative ideas in detail with emphasis on their technical durability, constructability and life cycle cost.
- 4.8 Design Builder's final Design Development Documents submittal and presentation shall include, but not be limited to, the requirements found in the Design Criteria Package, except to the extent such requirements have been expressly waived by Owner in writing. Design Builder shall certify that the final approval of Design Development Documents fully comply with the Design Criteria Package except for such deviations that have been expressly approved in writing by Owner.
- 4.9 Design Builder shall conduct a pre-submittal document review meeting with the Owner's Project Manager prior to submission of the Design Development Documents. Design Builder, may be required, to conduct at least one presentation at completion of this phase to demonstrate how Owner's previously submitted comments were incorporated into the design documents.
- 4.10. All Design Development Documents prepared by or for Design Builder are subject to Owner's review and approval. At completion of the Design Development Phase, Design Builder shall submit the Design Development Documents to the Project Manager for review and comment. Design Builder shall respond in writing to the review comments within 14 calendar days of receipt. Responses shall be forwarded directly to the Owner's Project Manager who will respond within 14 days. Design Builder shall revise the Design Development Documents as required by Owner in order to obtain Owner's written approval and authorization to proceed to the Construction Documents Phase.
- 4.12. Design Builder will be required to further develop and update the cost estimate as part of the Design Development Documents and bring to Owner's attention in writing any variances between that updated cost estimate and Owner's approved Project budget. Cost estimate format shall be subject to Owner's approval and may require electronic submission of cost estimate information. If Design Builder's updated cost estimate or any other estimate prepared by or for Owner based upon the Design Development Documents indicate that costs will exceed Owner's approved Project budget, Owner may elect to modify its budget and/or require Design Builder to revise the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall be solely responsible for all costs and expenses which it may incur in revising the Design Development Documents to bring them within Owner's approved Project budget. Design Builder shall also update the Project Schedule.



## 5. DESIGN DEVELOPMENT– 60%

After Owner's review and approval of the Design Development Documents and issuance of Owner's written authorization to proceed, Design Builder shall commence the Construction Documents services and perform the following:

- 5.1. Design Builder shall prepare Construction Documents up to a 60% completion level based on the final Design Development Documents approved by the Owner in Section 4 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved Design Development Documents, the Design Criteria Package and consultation with the Owner. The parties shall meet to discuss the 60% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during Construction Documents as often as required until 60% complete Construction Documents have been approved by the Owner. The 60% complete Construction Documents will include 90% complete specifications in CSI format.
- 5.2 Design Builder shall prepare Development Documents up to Phase II (60%) completion as defined in the FDOT 2018-2019 Design Manual (former Plan Preparation Manual, Volume 2, Chapter 2) as applicable. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT 2018-2019 Design Manual must be approved by the Project Manager.
- 5.2 Proposal. Based on the 60% complete Construction Documents approved by the Owner in Section 5.1 hereof, and any other documents upon which the parties may agree, Design Builder shall submit a proposal to Owner (the "Proposal") within forty-five (45) days, which shall include the following unless the parties mutually agree otherwise:
  - 1 a proposed Guaranteed Maximum Price for completion of the construction documents, all permitting, and construction of the Project.
  - 2 an updated Project Schedule and date of Substantial Completion of the Project upon which the Guaranteed Maximum Price for the Project is based;
  - 3 all other information necessary for the parties to enter into Phase 2, with the accompanying General Conditions of Contract; and
- 5.3 Review of Proposal. Design Builder and Owner shall meet to discuss and review the Proposal. If Owner has any comments regarding the Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall give written notice to Design Builder of such comments or findings. If Design Builder finds the revisions acceptable, Design Builder shall, upon receipt of Owner's notice, adjust the Proposal.
- 5.4 At the completion of the 60% Construction Documents, Design Builder will provide a certification from itself and its Design Professional 1) that the Construction Documents have been designed in strict compliance with the latest applicable codes and 2) that the Construction Documents comply with the Design Criteria Package except for such deviations that have been expressly approved in writing by Owner.

## 6. GUARANTEED MAXIMUM PRICE PROPOSAL – 45 DAYS

- 6.1 Completion of This Phase of the Agreement. Design Builder's services under this Phase 1 of the Agreement shall be deemed completed upon meeting with Owner to discuss the Guaranteed Maximum Price Proposal and making those revisions to the Proposal, if any, Design Builder finds acceptable.

## EXHIBIT P

### SCOPE OF PHASE 2 SERVICES

**(SEE ALSO APPENDIX I - SCOPE OF SERVICES PREPARED BY CONE & GRAHAM, INC.)**

After Owner's review and approval of the 60% Construction Documents and upon the Parties' ability to reach agreement as to the Proposal evidenced by the Parties' execution of the Guaranteed Maximum Price Amendment, and Owner's written authorization to proceed, Design Builder shall provide the following:

#### 1. COMPLETION OF DESIGN DOCUMENTS - 100%

- 1.1. Design-Builder shall prepare Construction Documents up to a 100% completion level based on the final 60% Construction Documents approved by the Owner in Section 6 hereof. Construction Documents shall include calculations and shall set forth each discipline's requirements in detail and into a cohesive and coordinated whole based upon the approved 60% Construction Documents, the Design Criteria Package and consultation with the Owner. The parties shall meet to discuss the 100% complete Construction Documents and agree upon what revisions, if any, should be made. Design Builder shall perform such agreed-upon revisions. Design Builder shall meet with Owner during completion of the Construction Documents as often as required until 100% complete Construction Documents have been approved by the Owner. The 100% complete Construction Documents will include 100% complete specifications in CSI format.
- 1.2. Design Builder shall prepare Development Documents up to Phase IV (100%/Final) completion as defined in the FDOT 2018-2019 Design Manual (former Plan Preparation Manual, Volume 2, Chapter 2) as applicable. Plans will also be consistent with the Design Criteria Package and Pinellas County Standard Specifications. Any deviation from the FDOT 2018-2019 Design Manual must be approved by the Project Manager
- 1.3. At the completion of the 100% Construction Documents, Design Builder will provide a certification of the structural standards to which the facility has been designed.
- 1.4. Design Builder shall furnish documents in type, format, version and quantities indicated in the Design Criteria Package. Design Builder shall provide Owner with reproducible copies of all design documents, including electronic copies if so required by the Owner.

#### 2. PERMIT PHASE

- 2.1. Design Builder is responsible for applying for and obtaining all necessary and required building permits and approvals for the Project. No additional time will be allocated to the project for the purposes of obtaining permits.
- 2.2. As part of the permit application package, the Design Builder shall provide the applicable permitting entity with the number of complete sets of signed and sealed Construction Documents. Each of the drawings and the cover sheet of the Project Manual shall be signed, sealed, and dated by the Design Builder.

#### 3. CONSTRUCTION

- 3.1. Design Builder shall provide the following services in addition to all other Phase 2 Services required by the terms of this Contract:
  - 3.1.1. Prepare a list of required submittals for shop drawings, product data, samples, warranties, and other submittals required by Contract Documents, in tabular form which will indicate specification section number and section name (CSI Format).
- 3.2. Process, review, respond and distribute in accordance with the terms of the Contract Documents shop drawings, product data, samples, substitutions and other submittals required by the Construction Documents within ten (10) business days.

- 3.3. Maintain a master file of all submittals, including submittal register. Owner's copy shall be in electronic/CD format and submitted at time of Substantial Completion.
- 3.4. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by Owner or Subcontractors as required by construction exigencies. Design Builder's response to any such request must be received by Owner and the effected Subcontractor within ten (10) business days. Design Builder will review and respond to all submittals from Subcontractors, including but not limited to shop drawings, within a reasonable period of time so as not to delay the progress of the Work, but in no event, more than ten (10) business days, unless Owner expressly agrees otherwise in writing. Review of Design Builder's submittals by Owner is not conducted for the purpose of determining the accuracy and completeness of such submittals, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Design Builder as required by the Contract Documents. Owner's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences or procedures. Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- 3.5. Owner shall have authority to reject Work which does not conform to the Construction Documents. Whenever, in its reasonable opinion, Owner considers it necessary or advisable to insure the proper implementation or the intent of the Construction Documents, Owner will have authority to require special inspection or testing of any Work in accordance with the provisions of the Construction Documents whether or not such Work be then fabricated, installed or completed.
- 3.6. Design Builder shall submit to the applicable permit office the number of sets of drawings and/or documents reflecting the approved changes in the Work as may be required by that office.
- 3.7. Review for compliance with Design Builder's obligation under the Contract Documents, all operation and maintenance manual submittals, prior to submittal to Owner.
- 3.8. Design Builder will revise the final approved Construction Documents to incorporate all "As-Built" information contained in the Design Builder's marked-up "As-Built" drawings and specifications, as well as to reflect all addenda, contract changes and field changes (sometimes referred to herein as the "Record Documents"). Design Builder shall provide Owner with one (1) electronic copy on compact disk (CD) of the Record Documents, two sets of the conformed, signed and sealed drawings and prints, and two sets of the conformed Project Manual/Specifications signed and sealed.
  - 3.8.1 The electronic copy on CD of the Record Documents shall be provided in AutoCAD.dwg format, "purged and bound", and compatible with Owner's system.
  - 3.8.2 Throughout Phase 2, Design Builder shall review its marked-up "As-Built" drawings and Project Manual/Specifications, on a daily basis, to reflect all "As-Built" conditions at the Site, maintaining such "As-Built" drawings and specifications is a condition precedent to Design Builder's entitlement to payment hereunder.
- 3.9. Consult with, and recommend solutions to, Owner during the duration of warranties in connection with inadequate performance of equipment, materials or systems under warranty.
- 3.10. Document noted defects or deficiencies and assist Owner in confirming Design Builder's correction of such noted defects.
- 3.11. Design Builder shall arrange for all job-site facilities as required by Owner and otherwise necessary to enable Design Builder to perform its respective duties and to accommodate any representatives of Owner which Owner may choose to have present on the job, the description of such facilities to be finalized prior to the execution of the Guaranteed Maximum Price Amendment.
- 3.12. Design Builder's administration of the Work shall include the following:
  - 3.12.1. Maintain a log of daily activities, including manpower records, weather, delays, major decisions, etc.

3.12.2. Maintain a roster of companies on the Project with names and telephone numbers of key personnel.

3.12.3. Establish and enforce job rules governing parking, clean-up, use of facilities and worker discipline.

3.12.4. Provide labor relations management for a harmonious, productive Project.

3.13. Design Builder also shall provide job site administration functions during construction to assure proper documentation, including but not limited to the following:

3.13.1. Job Meetings: Design Builder shall attend meetings such as pre-construction conferences, progress meetings, job conferences, pre-closeout meetings, and other Project-related meetings, as may be directed by Owner. Design Builder's Design Professionals are also required to attend any such meetings as directed by Owner. Design Builder shall provide meeting minutes for these meetings. Conduct a preconstruction conference with each subcontractor after award of the subcontract and prior to the start of its portion of the Work. Hold weekly progress and coordination meetings, or more frequently if required by Work progress, to provide for the timely completion of the Work. In addition, Design Builder shall arrange and conduct regular monthly Project status meetings with Owner.

3.13.2. Design Builder shall use the job site meetings as a tool for the preplanning of Work and enforcing schedules, and for establishing procedures, responsibilities, and identification of authority for all parties to clearly understand. During these meetings, Design Builder shall identify the party or parties responsible for following up on any problems, delay items or questions, and Design Builder shall note the action to be taken by such party or parties. Design Builder shall revisit each pending item at each subsequent meeting until resolution is achieved. Design Builder shall attempt to obtain from all present any problems or delaying event known to them for appropriate attention and resolution.

3.13.3. Shop Drawing Submittals/Approvals: Provide staff to review and approve shop drawings and other submittals and to implement procedures for transmittal to Owner of such submittals for action, and closely monitor their review process. Owner reserves the right to review the shop drawings and other submittals and require Design Professional's approval on such shop drawings and other submittals.

3.13.4. Material and Equipment Expediting: Provide staff to closely monitor material and equipment deliveries, check and follow-up on supplier commitments for all subcontractors and maintain a material and equipment expediting log.

3.13.5. Payments to Subcontractors: Develop and implement a procedure for the review, processing and payment of applications by subcontractors for progress and final payments.

3.13.6. Document Interpretation: Promptly respond to all questions for interpretation of the Contract Documents made by subcontractors and copy Owner on all such responses.

3.13.7. Reports and Project Site Documents: Record the progress of the Work. Submit written progress reports to Owner, including information on subcontractors' Work, and the percentage of completion. Keep a daily log available to Owner and any permitting authority inspectors.

3.13.8. Subcontractors Progress: Prepare periodic punch lists for subcontractors' work including unsatisfactory or incomplete items and schedules for their completion.

3.13.9. Substantial Completion: Pursuant to the provisions of Paragraph 23.1 of the General Terms and Conditions, notify Owner in writing when the Work or designated portions thereof are ready for the Substantial Completion inspections. From the punch lists of incomplete or unsatisfactory items prepared by Design Builder and reviewed and supplemented by Owner, prepare a schedule for their completion indicating completion dates for Owner's review and approval. At Substantial Completion, Design Builder will provide a certification from itself and its Design Professional that the Project was constructed in accordance with the approved Construction Documents.

3.13.10. Final Completion: Monitor the subcontractors' performance on the completion of the Work and provide notice to Owner when the Work is ready for final inspection. Secure, review and certify compliance with the Contract Documents, then transmit to Owner all required guarantees, warranties, affidavits, releases, bonds, waivers, manuals, record drawings, and maintenance books. Complete and submit the Engineer's Certification of Compliance Notice of Completion as required by the Florida Shared-Use Non-motorized Trail Network Agreement.

3.13.11. Record Drawings: Pursuant to the terms of Paragraph 8.2 of the General Terms and Conditions, Design Builder shall monitor the progress of its own forces and its subcontractors on marked up field prints which shall be developed by Design Builder into the final record drawings.

3.14. Design Builder shall maintain at the Project site, originals or copies of, on a current basis, all Project files and records, including, but not limited to, the following administrative records:

- 3.14.1. Subcontracts and Purchase Orders
- 3.14.2. Shop Drawing Submittal/Approval Logs
- 3.14.3. Equipment Purchase/Delivery Logs
- 3.14.4. Contract Drawings and Specifications with Addenda
- 3.14.5. Warranties and Guarantees
- 3.14.6. Cost Accounting Records
- 3.14.7. Labor Costs
- 3.14.8. Material Costs
- 3.14.9. Equipment Costs
- 3.14.10. Cost Proposal Request
- 3.14.11. Payment Request Records
- 3.14.12. Meeting Minutes
- 3.14.13. Cost-Estimates
- 3.14.14. Bulletin Quotations
- 3.14.15. Lab Test Reports
- 3.14.16. Insurance Certificates and Bonds
- 3.14.17. Contract Changes
- 3.14.18. Permits
- 3.14.19. Material Purchase Delivery Logs
- 3.14.20. Technical Standards
- 3.14.21. Design Handbooks
- 3.14.22. "As-Built" Marked Prints
- 3.14.23. Operating & Maintenance Instruction
- 3.14.24. Daily Progress Reports
- 3.14.25. Monthly Progress Reports
- 3.14.26. Correspondence Files
- 3.14.27. Transmittal Records
- 3.14.28. Inspection Reports
- 3.14.29. Bid/Award Information
- 3.14.30. Bid Analysis and Negotiations
- 3.14.31. Punch Lists
- 3.14.32. Schedule and Updates
- 3.14.33. Suspense (Tickler) Files of Outstanding Requirements
- 3.14.34. Policy and Procedure Manual
- 3.14.35. Subcontractor licenses
- 3.14.36. Design Criteria Package
- 3.14.37. Material Safety Data Sheets

The Project files and records shall be available at all times to Owner or its designees for reference, review or copying. Project Manager may require Design Builder to maintain file structure to be consistent with the County

- 3.15. Design Builder shall secure required guarantees and warranties, and shall assemble and deliver same to Owner in the manner required by Owner

**EXHIBIT Q**  
**COMPENSATION SCHEDULE**

Task 1	General Tasks	\$ 66,104.10	Lump Sum
Task 2	Cone & Graham Part 1 Fee	\$ 99,715.26	Lump Sum
Task 3	Roadway Analysis	\$ 216,402.30	Lump Sum
Task 4	Drainage Analysis	\$ 143,228.70	Lump Sum
Task 5	Utility Coordination	\$ 15,360.00	Lump Sum
Task 6	Environmental Permitting	\$ 65,866.50	Lump Sum
Task 7	Structures	\$ 87,530.40	Lump Sum
Task 8	Traffic Analysis	\$ 171,192.60	Lump Sum
Task 9	Survey	\$ 178,289.79	Lump Sum
Task 10	Subsurface Utility Engineering	\$ 81,628.73	Lump Sum
Task 11	Geotechnical Investigation	\$ 63,101.12	Lump Sum
Task 12	Design Plans-Phase I	\$ 182,792.70	Lump Sum
Task 13	Optional Services-Ph. II General	\$ 7,344.90	Lump Sum
Task 14	Optional Services-Phase II	\$ 136,886.80	Lump Sum
Task 15	Not Used	\$ 0.00	Lump Sum
Task 16	Not Used	\$ 0.00	Lump Sum
Task 17	Optional Services-Ph. II Util. Coord.	\$ 25,320.00	Lump Sum
Task 18	Optional Services-Ph. II Permits	\$ 7,318.50	Lump Sum
Task 19	Optional Services-Public Involvement	\$ 51,379.40	Lump Sum

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Total Phase 1 (Tasks 1-12)	\$ 1,371,212.20	Lump Sum
Total Phase 2/Optional Services (Tasks 13-19)	\$ 228,249.60	Lump Sum
<b>Total Fee – Phase 1 plus Phase 2 (Tasks 1-19)</b>	<b>\$ 1,599,461.80</b>	<b>Lump Sum</b>

---

**GUARANTEED MAXIMUM PRICE COST ESTIMATE** \$ \_\_\_\_\_

**TOTAL DESIGN BUILD AMOUNTS** \$ \_\_\_\_\_

**EXHIBIT R**

**TRUTH-IN-NEGOTIATION CERTIFICATE**

In compliance with the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, \_\_\_\_\_ hereby certifies that wage rates and other factual unit costs supporting the compensation for the design and construction management services of DESIGN BUILDER to be provided under this Agreement, concerning \_\_\_\_\_ (the Project) are accurate, complete and current as of the time of contracting.

**DESIGN BUILDER:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_



**EXHIBIT S**

**DESIGN BUILDER'S KEY PERSONNEL**

**: Design/Build Contractor**

Project Executive ..... \_\_\_\_\_  
Senior Project Developer ..... \_\_\_\_\_  
Contracting Manager ..... \_\_\_\_\_  
Project Manager ..... \_\_\_\_\_

**: General Contractor**

Project Executive ..... \_\_\_\_\_  
Project Superintendent ..... \_\_\_\_\_

**: Civil & Environmental Engineering**

Project Executive & Manager ..... \_\_\_\_\_

**: Structural Engineering**

Project Executive & Manager ..... \_\_\_\_\_

**: Other**

..... \_\_\_\_\_

**EXHIBIT T**

**STORED MATERIALS RECORD**

Stored Materials Record

Formula: A + B - C - D = E

Date	Description	Supplier	Invoice Number	A	B	C	D	E
				Previously Received	Received This Period	Previously Installed	Installed This Period	Balance To Install

**EXHIBIT U**

**GENERAL CONDITIONS CATEGORIES**

<b>Anticipated Duration(s)</b>	<b>Description</b>	<b>Supplier</b>

## EXHIBIT V

### TITLE VI ASSURANCES

During the performance of this Agreement, the Design Builder, for itself, its assignees and successors in interest (hereinafter collectively referred to as the "Design Builder") agrees as follows:

- (1.) **Compliance with REGULATIONS:** The Design Builder shall comply with the Regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") **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.
- (2.) **Nondiscrimination:** The Design Builder, with regard to the work performed by it during the Agreement, shall not discriminate on the basis of race, color, national origin, or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Design Builder shall 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**.
- (3.) **Solicitations for Sub-contractors, including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Design Builder for work to be performed under sub-contract, including procurements of materials or leases of equipment, each potential sub-contractor or supplier shall be notified by the Design Builder of the Design Builder's obligations under this Agreement and the **REGULATIONS** relative to nondiscrimination on the basis of race, color, national origin, or sex.
- (4.) **Information and Reports:** The Design Builder shall provide all information and reports required by the **REGULATIONS** or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such **REGULATIONS**, orders and instructions. Where any information required of a Design Builder is in the exclusive possession of another who fails or refuses to furnish this information the Design Builder shall so certify to the *Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Design Builder's noncompliance with the nondiscrimination provisions of this contract, the Florida Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may be appropriate, including, but not limited to:
  - a. withholding of payments to the Design Builder under the Agreement until the Design Builder complies, and/or
  - b. cancellation, termination or suspension of the Agreement, in whole or in part.

**(6.) Incorporation of Provisions:** The Design Builder shall include the provisions of paragraphs (1) through (7) in every sub-contract, including procurements of materials and leases of equipment, unless exempt by the **REGULATIONS**, or directives issued pursuant thereto. The Design Builder shall take such action with respect to any sub-contract or procurement as the *Florida Department of Transportation* or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Design Builder becomes involved in, or is threatened with, litigation with a sub-contractor or supplier as a result of such direction, the Design Builder 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 Design Builder may request the United States to enter into such litigation to protect the interests of the United States.

**(7.) Compliance with Nondiscrimination Statutes and Authorities:** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

## EXHIBIT W

### ADDITIONAL CONSTRUCTION TERMS AND CONDITIONS

The provisions contained in this Exhibit "W" apply only to any and all portions of the Project that are constructed on the State of Florida Department of Transportation's (Department) right-of-way.

1. The Project shall be designed and constructed in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction and Department Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the Department: the Department Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the FDOT 2018-2019 Design Manual (former Plans Preparation Manual ("PPM"), Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the Department Traffic Engineering Manual. The Design Builder will be required to submit any construction plans required by the Owner and/or Department for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Design Builder shall be required to notify the Department, through the Owner, of the changes and receive approval from the Department, through the Owner prior to the changes being constructed. The Design Builder shall maintain the area of the Project at all times and coordinate any work needs of the Department/Owner during construction of the Project.
2. The Design Builder shall notify the Owner a minimum of 72 hours before beginning construction within Department right of- way.
3. The Design Builder shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the Project in accordance with the latest edition of the Department Standard Specifications, section 102. The Design Builder is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the FDOT 2018-2018 Design Manual Series 102-600 (former Index # 600 series). Any MOT plan developed by the Design Builder that deviates from the Department Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the Owner and/or Department prior to implementation.
4. The Design Builder shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The Design Builder will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the Department. Neither the granting of the permission to use the Department right of way nor the placing of facilities upon the Department property shall operate to create or vest any property right to or in the Design Builder, except as may otherwise be provided in separate agreements. The Design Builder shall not acquire any right, title, interest or estate in Department right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the Design Builder's use, occupancy or possession of Department right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The Design Builder shall not cause any liens or encumbrances to attach to any portion of the Department's property, including but not limited to, Department RIGHT-OF-WAY.
8. The Design Builder shall perform all required testing associated with the design and construction of the Project. Testing results shall be made available to the Department upon request. The Department shall have the right to perform its own independent testing during the course of the Project.
9. The Design Builder shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the Department, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

10. If the Department/Owner determines a condition exists which threatens the public's safety, the Department/Owner may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the Design Builder. The Design Builder shall bear all construction delay costs incurred by the Department/Owner.

11. The Design Builder shall be responsible to maintain and restore all features that might require relocation within the Department right-of-way.

12. The Design Builder will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

13. The Design Builder will be required to maintain the Project at least until final acceptance by the Owner. The acceptance procedure will include a final "walk-through" by Design Builder and Department/Owner personnel. Upon completion of construction, the Design Builder will be required to submit to the Owner final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include two complete set of the signed and sealed plans on 11" X 17" plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the Recipient shall remove its presence, including, but not limited to, all of the Design Builder's property, machinery, and equipment from Department right-of-way and shall restore those portions of Department right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.

14. If the Department/Owner determines that the Project is not completed in accordance with the provisions of this Agreement, the Owner shall deliver written notification of such to the Design Builder. The Design Builder shall have thirty (30) days from the date of receipt of the Department's/Owner's written notice, or such other time as the Design Builder and the Owner mutually agree to in writing, to complete the Project and provide the Owner with written notice of the same (the "Notice of Completion"). If the Design Builder fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the Department, within its discretion may: 1) provide the Design Builder with written authorization granting such additional time as the Department/Owner deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Design Builder's sole cost and expense, without Department/Owner liability to the Design Builder for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the Owner elects to correct the deficiency(ies), the Owner shall provide the Design Builder with an invoice for the costs incurred by the Owner and the Design Builder shall pay the invoice within thirty (30) days of the date of the invoice.

15. The Design Builder shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The Design Builder shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.

16. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the Recipient to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL&EM) must be contacted immediately at 954-777-4601.

17. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.

18. Restricted hours of operation will be from 7:00 AM to 7:00 PM, (Monday through Friday), unless otherwise approved by the Department's Operations Engineer or Owner's Project Manager, or designee.

19. Lane closures on the state road system must be coordinated with the Owner and the Department's Public Information Office at least two weeks prior to the closure. The contact information for the Department's Public Information Office is:

Chris Carlson  
813-975-6285

APPENDIX 1

**SCOPE OF SERVICES**

***Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program***

***CONTRACT NO. 167-0071-NC (SS)  
COUNTY PID: 000967A***

**Prepared for:**

**Pinellas COUNTY Public Works  
Transportation Division  
Transportation Engineering Section**

14 South Fort Harrison Avenue  
Clearwater, Florida 33756

**Prepared by:**

**Cone & Graham, Inc.**

One Tampa City Center  
201 N. Franklin Street, Suite 400  
Tampa, Florida 33602

February 8, 2018



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## **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 **Cone & Graham, Inc.** (hereinafter referred to as the DESIGN/BUILD TEAM) relative to the transportation facilities described as follows:

### **I. PROJECT TITLE**

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program.

### **II. OBJECTIVE**

The overall objective is to provide a fully connected, multi-modal pathway that links people to local service, jobs and educational opportunities. This North Segment of the Pinellas Trail Loop will provide a vital link to the emerging Southwest Coast Regional Trail and provides a cross state connection to the planned Coast to Coast Trail; this will result in the longest continuous trail in Florida.

### **III. PROJECT DESCRIPTION**

The purpose of this project is to construct the northernmost gap within the Pinellas Trail Loop beginning south of Enterprise Road, connecting to the Duke Energy Trail. The trail will run approximately 6.7 miles to the north utilizing a large portion of the Duke Energy easement and will terminate north above the Lake Tarpon Outfall connecting the southernmost trailhead at John Chesnut Sr. Park. The typical section includes a 12-foot asphalt paved trail with 2-foot unpaved level shoulders on either side. The trail width may transition down to 8 feet in critical areas throughout the project. The horizontal and vertical geometrics will utilize a design speed of 18 mph and follow the necessary guidelines and standards consistent with FDOT's Florida Greenbook, AASHTO's Guide for the Development of Bicycle Facilities and the Request for Qualifications (RFQ) Package; i.e., Design Criteria Package.

### **IV. SCOPE OF WORK**

The DESIGN/BUILD TEAM shall design and construct the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail Program from Enterprise Road to John Chesnut Sr. Park. The DESIGN/BUILD TEAM shall design; prepare plans; acquire permits; develop construction specifications and provide engineering services. The scope of work includes completing all the design and 100% of the construction documents in keeping with the criteria spelled out in the Design Criteria Package.

The project consists of two phases, referred to herein as Phase 1 – Design and Phase 2 - Construction.

Phase 1 – Design Phase will include the following sub-phases:

- Program Verification
- Survey and Subsurface Utility Engineering (SUE)
- Geotechnical Exploration
- Traffic Technical Memorandum (TTM)
- Conceptual Design/Design Development
- Preparation of 60% complete Construction Documents (construction plans will be produced closer to 90% level in order to prepare adequately for GMP)
- Development of a Guaranteed Maximum Price (GMP) Proposal

Phase 2 Construction will include the following sub-phases:

- Preparation of 100% complete Construction Documents
- Acquisition of all identified permits required for the Construction of the Project and certification of same to the COUNTY prior to commencing construction.
- Complete construction of the Project and certification of same in accordance with the Terms and Conditions of the Shared-Use Non-motorized (SUN) Trail Program Grant Agreement.

The project will be divided into three separate construction plans herein described by zone:

- Zone A - extends from Enterprise Road (stubs to existing trail) to Curlew Road for 3.4 miles.
- Zone B - extends from Curlew Road to intersection of East Lake Road and CR 611 along Countryside Blvd for 2.0 miles.
- Zone C - extends from intersection of East Lake Road and CR 611 to John Chesnut Sr. Park entrance (stubs to existing trail) for 1.5 miles.
- Total Alignment is 6.9 miles.

**The scope of work for this project is to design the alignment as shown in Exhibit 1. Crossings at major intersections are to be accommodated by providing the following:**

1. **Enterprise Road – Add appropriate traffic control device with mid-block crossing.**
2. **Countryside Boulevard – Add full traffic signal at Winding Wood Drive.**
3. **SR 580 (Main Street) – Add full traffic signal with mid-block crossing.**
4. **SR 586 (Curlew Road) – Utilize existing traffic signal with accommodations, as required.**
5. **Lake Tarpon Outfall Canal – Add new bridge structure over Lake Tarpon Canal.**
6. **CR 752 (Tampa Road) - Utilize existing traffic signal with accommodations, as required.**
7. **East Lake Road - Add full traffic signal at East Lake Road and CR 611.**
8. **Brookers Creek Bridge – No changes to this bridge. Existing 8 ft. wide sidewalk on west side of southbound bridge will remain and will require a design variation.**

#### **Required Deliverables**

1. All geometric, roadway, drainage, signalization and structural design plans required for the completion of this project.
2. Construction plans in AutoCAD Civil 3D format using the 2017 Pinellas COUNTY CADD Kit. The plans shall be provided electronically, plus two (2) 11" x 17" paper prints.
3. All technical specifications required for construction.
4. Obtain all required approvals and identified permits from governmental jurisdictions and certification of the same utilizing the form provided by the COUNTY.
5. A Guaranteed Maximum Price (GMP) Proposal subsequent to the delivery and review of the 60% design plans and technical specification.
6. Construction of trail element in accordance with the GMP.
7. As-built plans.

The Design services include:

1. General Tasks – Phase I Only
  - 1.1. Contract Maintenance
  - 1.2. Project Manager Meetings
2. Cone & Graham Part 1 Fee
3. Roadway Analysis – Phase I Only
  - 3.1. Typical Section Memo

- 3.2. Pavement Design Memo
  - 3.3. Horizontal/Vertical Master Design Files
  - 3.4. Cross Section Design Files
  - 3.5. Traffic Control Files
  - 3.6. Design Variations
  - 3.7. Design Report
  - 3.8. Quantities
  - 3.9. Cost Estimate
  - 3.10. Field Review
  - 3.11. Technical Meetings
4. Drainage Analysis – Phase I Only
    - 4.1. Working Drainage Map (for documentations only)
    - 4.2. Base clearance
    - 4.3. Cross Drains
    - 4.4. Ditch Design
    - 4.5. Floodplain Compensation
    - 4.6. Stormdrain design
    - 4.7. Design Report
    - 4.8. Bridge Hydraulic Report (BHR) for the Lake Tarpon Outfall Canal crossing
    - 4.9. Temporary Drainage
    - 4.10. Cost Estimate
    - 4.11. Other Drainage analysis
    - 4.12. Field Reviews
    - 4.13. Technical Meetings
5. Utility Coordination Support – Phase I Only
    - 5.1. Identify Existing UAO(s)
    - 5.2. Make Utility Contacts
    - 5.3. Preliminary Utility Meeting
    - 5.4. Individual/Field Meetings
    - 5.5. Collect and Review Plans and Data from UAOs(s)
    - 5.6. Utility Coordination/Follow-up
6. Environmental Permitting – Phase I Only
    - 6.1. Preliminary Project Research
    - 6.2. Field Review
    - 6.3. Wetland lines and assessments
    - 6.4. Species Surveys
    - 6.5. Agency Verification
    - 6.6. Permit Applications
    - 6.7. Dredge and fill sketches
    - 6.8. RW Occupancy Permit
    - 6.9. Wetland Impact Analysis
    - 6.10. Essential Fish Habitat
    - 6.11. Wildlife Impact Analysis
    - 6.12. Technical Meetings
7. Structures Analysis – Phase I Only
    - 7.1. Report Preparation/Bridge Analysis
    - 7.2. Superstructure Design
    - 7.3. Substructure Design
    - 7.4. Miscellaneous Structures
    - 7.5. Quantities

- 7.6. Cost Estimate
- 7.7. Field Review
- 7.8. Technical Meetings
- 8. Traffic Analysis – Phase I Only
  - 8.1. Signing & Pavement Marking
    - 8.1.1. Traffic Data Analysis
    - 8.1.2. Reference and Master Design files
    - 8.1.3. Multi-post Calculations
    - 8.1.4. Sign Panel Analysis
    - 8.1.5. Quantities
    - 8.1.6. Cost Estimate
    - 8.1.7. Field Reviews
    - 8.1.8. Technical Meetings
  - 8.2. Signalization analysis
    - 8.2.1. Traffic Data Collection
    - 8.2.2. Traffic Data Analysis
    - 8.2.3. Signal Warrant Study
    - 8.2.4. System Timings
    - 8.2.5. Reference and Master Design Files
    - 8.2.6. Overhead Street Name Sign
    - 8.2.7. Pole elevation Analysis
    - 8.2.8. Traffic Signal Report
    - 8.2.9. Cost Estimate
    - 8.2.10. Field Reviews
    - 8.2.11. Technical Meetings
  - 8.3. Lighting Analysis
    - 8.3.1. Lighting Design Analysis
    - 8.3.2. Voltage Drop Calculations
    - 8.3.3. Reference and Master Design Files
    - 8.3.4. Design Docs
    - 8.3.5. Quantities
    - 8.3.6. Field Reviews
    - 8.3.7. Technical Meetings
- 9. Survey – All survey complete in Phase I
  - 9.1. Topographic Survey
  - 9.2. Drainage Survey
- 10. Subsurface Utility Engineering – All SUE complete in Phase I
  - 10.1. Utility Designation
  - 10.2. Test holes
- 11. Geotechnical Investigation – Phase I Only
  - 11.1. Geotechnical Investigation
- 12. Design Plans (Phase I Only) (All Zones)
  - 12.1. Roadway Plans
  - 12.2. Drainage Plans
  - 12.3. Signing & Pavement Marking Plans
  - 12.4. Signalization Plans
  - 12.5. Lighting Plans

## 12.6. Structures Plans

13. Optional Services: General Tasks for Phase II
14. Optional Services: Phase II Construction Plans
15. Not Used
16. Not Used
17. Optional Services: Utility Coordination for Phase II
18. Optional Services: Environmental Permits for Phase II
19. Optional Services: Public Involvement

### **Task 1: General**

Contract Maintenance: Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule. The Phase I schedule is anticipated to be eleven (11) months and the Phase II schedule is anticipated to be twenty-three (23) months for a total of thirty-four (34) months.

Project Meetings: The DESIGN/BUILD TEAM must attend four (4) progress meetings (11-month schedule to GMP). The DESIGN/BUILD TEAM must provide meeting summaries for review and approval to the COUNTY. In addition, the following estimated meetings will be required for the following activities:

- a. One (1) Kick-off Meeting (shortly after NTP)
- b. One (1) 15% Line and Grade Phase Review Meeting (30 days after submittal)
- c. One (1) 60% Phase Review Meeting (30 days after submittal)
- d. Two (2) GMP Meetings
- e. Two (2) other Technical/Coordination Meeting
- f. One (1) City of Clearwater Meeting
- g. One (1) City of Oldsmar Meeting
- h. One (1) Forward Pinellas Meeting
- i. One (1) Forward Pinellas Board Meeting
- j. One (1) Board of County Commissioners Meeting
- k. Two (2) Duke Energy Coordination Meetings
- l. Three (3) Utility Design Meetings (One per Zone)
- m. Three (3) Coordination Meetings with FDOT, District 7

A total of twenty four (24) meetings will be anticipated with the COUNTY for the Phase I stage of this project. Phase II is estimated to be eleven (11) months. A total of 22 months is anticipated for design. The remainder of the days will be construction and post design services. Meetings above do not include Neighborhood Information Meetings or Environmental Agency Meetings.

### **Task 2: Cone & Graham Part 1 Fee**

The CONTRACTOR is to attend meetings, review plans and estimate quantities during Phase I of this contract. See Exhibit 9 for fee proposal breakdown.

### **Task 3: Roadway Analysis**

Typical Section Memo: The Shared Use Path design speed shall be 18 MPH. Construct a new bi-directional Shared Use Path. The Shared Use Path pavement shall be 12-foot with 15-foot width at approaches to all intersections. The trail shall have a 12-foot maximum width in the Duke Energy easement. Less than 12-feet shall only be permitted with Pinellas COUNTY approval upon proof that 12-feet, or more cannot be reasonable achieved. The Trail shall have a 0.02 maximum cross slope with 2-foot level unpaved shoulders on both sides and 3-foot lateral clearance to obstructions (2-foot

minimum lateral clearance will be allowed). At the outside of the proposed Shared Use Path, 1:4 standard (1:3 maximum) front slopes and back slopes shall be provided to tie to existing ground or proposed swales or ditches. The trail should be placed such that it matches the existing terrain and that water can sheet flow over the trail, whenever feasible, reducing the need for proposed swales or ditches. Memo to be included with 15% Line and Grade submittal.

Pavement Design Memo: The DESIGN/BUILD TEAM must evaluate the pavement design selections and all necessary coordination to resolve issues related to pavement design when provided by the COUNTY. Initial set-up includes collecting all data necessary for the entire project limits. A final pavement design memo must be generated and placed in the file. Memo to be included with 15% Line and Grade submittal.

Horizontal/Vertical Master Design Files: The DESIGN/BUILD TEAM must 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 (2016 Edition) must be met. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the COUNTY'S CADD manual in master design file.

Cross Section Design Files: The DESIGN/BUILD TEAM must establish and develop cross section design files in accordance with the COUNTY Auto CAD Civil 3D manual and FDOT Plans Preparation manual. Cross sections are to be cut every 50 ft. for earthwork except within the Duke Energy Easement. Cross Sections within the Duke Energy Easement are to be cut every 100 ft. unless field conditions require otherwise. Half Sections are to be cut at each driveway. Driveway tie-in slopes are not to exceed 10%. Coordination with the County will be required for sections which cannot tie down within the existing right-of-way.

Traffic Control Analysis: The DESIGN/BUILD TEAM must design a safe and effective Traffic Control Plan to move vehicular and pedestrian traffic during all phases of construction. The design must 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 must be given to the construction of the drainage system when developing the construction phases. Positive drainage must be maintained at all times.

Design Report: The DESIGN/BUILD TEAM also must develop project specific design criteria which must be included in the design report. The DESIGN/BUILD TEAM must evaluate the intersection geometrics which have been approved by the COUNTY for the purpose of estimating design and construction needs based on initial observations. The DESIGN/BUILD TEAM must recommend to the COUNTY, either correction of any deficiencies, or obtaining the appropriate design variation.

The DESIGN/BUILD TEAM must submit a request for variance for design criteria not conforming to the Minimum Greenbook requirements and for "project specific" design criteria that does not conform to the project "Design Criteria Package".

The DESIGN/BUILD TEAM must 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 must 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 must be folded to 8-1/2"x11" size. The data must be in a hardback folder for

submittal to the COUNTY.

Right-Of-Way Consideration: The DESIGN/BUILD TEAM must establish right of way requirements at locations where insufficient right-of-way is available to construct the proposed trail. The COUNTY must then provide direction and coordinate with the property owners on how to proceed with these locations.

Roadway Field Reviews: The DESIGN/BUILD TEAM must conduct one (1) site review prior to the 60% plans submittal and must conduct one (1) additional site review prior to 100% plans submittal.

#### **Task 4: Drainage Analysis**

Base Clearance: The DESIGN/BUILD TEAM must analyze, determine, and document high water elevations which must be used to set trail profile grade. Determine surface water elevations at cross drains, floodplains, outfalls and adjacent ponds. This memo must be added to the drainage documentation for the project and state recommendations for addressing potential high water elevations with raising profile, pavement base options and/or underdrain.

Design of Flood Plain Compensation Area: The DESIGN/BUILD TEAM must determine flood plain encroachments, coordinate with regulatory agencies, and develop proposed compensation area layout (shape, contours, slopes, etc.). Document the design following the requirements of the regulatory agency.

Drainage Design Documentation Report: The DESIGN/BUILD TEAM must compile drainage design documentation into report format. Include documentation for all the drainage design tasks listed below and associated meetings and decisions. Included the drainage analysis is the preparation of working drainage 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 must be performed for sizing these facilities and must be included in Drainage Design Documentation report. In locations where proposed curbing is to be added in conjunction with the added sidewalk, spread of flow calculations must be provided in accordance with COUNTY Stormwater requirements described in the code of ordinances. The DESIGN/BUILD TEAM will prepare a Bridge Hydraulic Report (BHR) for the Lake Tarpon Outfall Canal crossing including scour analysis. No Bridge Hydraulic Recommendation Sheet (BHRS) will be provided.

The drainage design must have the following features: is consistent with requirements of FDEP, SWFWMD and USACE. Pinellas COUNTY and any other regulatory agencies which have jurisdiction over the project; 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 DESIGN/BUILD TEAM must be responsible for determining and coordinating with projects or work being performed in the area.

Drainage Field Reviews & Technical Meetings: The DESIGN/BUILD TEAM must conduct a drainage field review and attend Technical meeting reviews (prior to 60%, prior to 100%) regarding drainage.

#### **Task 5: Utilities Coordination**

Identify Existing UAO(s) – The DESIGN/BUILD TEAM shall identify UAOs contact information.

Make Utility Contacts (2) – The DESIGN/BUILD TEAM shall make contact with UAOs to obtain general depiction of utilities through as-built plans or GIS maps. Submit 60% plans to UAO's



Technical Meetings – The DESIGN/BUILD TEAM shall make contact with Duke Energy and obtain requirements and restrictions within their property.

Collect and review plans from UAO's – collect as-built information, collect 60% plans UAO information that includes green line mark ups and draft RGB's.

Utility Coordination follow up: UAO follow up for as-built and 60% submittal.

### **Task 6: Environmental Permitting**

Permitting and Environmental Assessment: The DESIGN/BUILD TEAM must prepare permit applications, technical data and supporting documentation for all state and federal permits identified in Task 6, below. Permit Applications will be submitted by the COUNTY. The DESIGN/BUILD TEAM shall be responsible for preparing all state and federal permit applications, identified below, which are anticipated to be needed for construction of the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail Program from Enterprise Road to John Chesnut Sr. Park (PROJECT) including drainage, and floodplain compensation facilities. These environmental authorizations are anticipated to include:

- A State of Florida Environmental Resource Permit (ERP; SWFWMD)
- A State of Florida NOI to Use Generic Stormwater Discharge Permit (NPDES; FDEP)
- A Federal Section 404 (Clean Water Act [CWA]) Dredge & Fill Permit (USACE)
- A Federal Section 408 Authorization – Alteration to a U.S. Civil Works (USACE)
- A Federal Section 10 (Rivers and Harbors Act of 1899 [RHA]) Permit – Navigable Waters of the U.S. (USACE)

And may also include:

- A State of Florida Gopher Tortoise Permit (FWC)

In an effort to expedite project construction, activities within each of the three project zones (Zones A, B and C) will be addressed separately. While precisely defining the exact permit requirements for each zone is difficult at this time, for the purposes of this scope of services the anticipated permits are identified below. Should permits that are ultimately required differ from the anticipate permits listed below, any additional permitting effort or documentation needed will require a supplemental agreement for additional services and compensation.

Permits and authorizations for work in wetlands or surface waters are not anticipated for **Zone A**, based upon direction from the COUNTY, therefore, wetland or surface water permit applications or request for exemption verification will NOT be prepared for **Zone A**:

- A State of Florida Environmental Resource Permit (ERP; SWFWMD)
  - Construction within Zone A will be exempt from ERP regulations
- A State of Florida NOI to Use Generic Stormwater Discharge Permit (NPDES; FDEP)
- A Federal Section 404 (CWA) Dredge & Fill Permit (USACE)
  - Construction within Zone A will not require a USACE Section 404 Permit
- A Federal Section 408 Authorization – Alteration to a U.S. Civil Works (USACE)
  - A Section 408 Authorization will not be required in Zone A
- A Federal Section 10 (RHA) Permit – Navigable Waters of the U.S. (USACE)
  - A Section 10 Authorization will not be required in Zone A
- A State of Florida Gopher Tortoise Permit (FWC)
  - A FWC Gopher Tortoise Permit for Properties with 10 or Fewer Burrow will be required in Zone A

Permits and authorizations for **Zone B** are anticipated to include:

- A State of Florida Environmental Resource Permit (ERP; SWFWMD)
  - Construction within Zone B will require an Individual Permit
- A State of Florida NOI to Use Generic Stormwater Discharge Permit (NPDES; FDEP)
- A Federal Section 404 (CWA) Dredge & Fill Permit (USACE)
  - Construction within Zone B will require a Standard Section 404 Permit
- A Federal Section 408 Authorization – Alteration to a U.S. Civil Works (USACE)
  - A Section 408 Authorization will be required for the crossing of the Lake Tarpon Outfall Canal (LTOC) in Zone B
- A Federal Section 10 (RHA) Permit – Navigable Waters of the U.S. (USACE)
  - A Section 10 Authorization will be required in Zone B for the crossing of the LTOC
- A State of Florida Gopher Tortoise Permit (FWC)
  - A FWC Gopher Tortoise Permit will not be required in Zone B

Permits and authorizations for **Zone C** are anticipated to include:

- A State of Florida Environmental Resource Permit (ERP; SWFWMD)
  - Construction within Zone C will require an General Permit
- A State of Florida NOI to Use Generic Stormwater Discharge Permit (NPDES; FDEP)
- A Federal Section 404 (CWA) Dredge & Fill Permit (USACE)
  - Construction within Zone C will require a Nationwide Permit
- A Federal Section 408 Authorization – Alteration to a U.S. Civil Works (USACE)
  - A Section 408 Authorization will not be required in Zone C
- A Federal Section 10 (RHA) Permit – Navigable Waters of the U.S. (USACE)
  - A Section 10 Authorization will not be required in Zone C
- A State of Florida Gopher Tortoise Permit (FWC)
  - A FWC Gopher Tortoise Permit will not be required in Zone C

The DESIGN/BUILD TEAM must provide the COUNTY with draft copies of any and all permit applications, including responses to agency Requests for Additional Information (RAIs), requests to modify the permits, and/or requests for permit time extensions, for review and approval by the COUNTY prior to submittal to the agencies.

Preparation of documentation related to the acquisition of applicable state and federal permits will be the responsibility of the DESIGN/BUILD TEAM. These services are exclusive of preparation of any NEPA documentation, Biological Assessments (BA), or any other environmental clearance documentation for protected species. Preparation of complete permit packages will be the responsibility of the DESIGN/BUILD TEAM. The DESIGN/BUILD TEAM is responsible for the accuracy of all information included in permit application packages. The DESIGN/BUILD TEAM shall be responsible for complying with all permit conditions. The COUNTY will be responsible for submittal of all permit applications and agency responses.

The DESIGN/BUILD TEAM must establish the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to all current state and federal regulations and standards. The DESIGN/BUILD TEAM must collect all data and information necessary to determine the boundaries of wetlands and surface waters defined by the rules or regulations of each agency processing or reviewing a permit application.

The DESIGN/BUILD TEAM must conduct an environmental analysis (and in-water surveys if necessary) to identify endangered or threatened species, species of special concern, and the presence or absence of submerged aquatic vegetation, within the proposed project limits.

The DESIGN/BUILD TEAM must develop conservation measures to mitigate for impacts to protected species and management strategies to insure that protected species are not adversely affected during

construction. These services are exclusive of preparation of any NEPA documentation, Biological Assessments (BA), or any other environmental clearance documentation for protected species.

The DESIGN/BUILD TEAM must prepare assessments of the value of wetlands proposed for impact. Assessments must be done using the current Uniform Mitigation Assessment Methodology (UMAM), or other current method required by SWFWMD and the USACE. The DESIGN/BUILD TEAM shall be responsible for providing to the COUNTY the amount and type (both acres and functional loss) of wetland and surface water impacts as soon as practicable prior to draft permit application submittal. Wetland impact analysis shall be based on the original RFP alignment and shall include, to the extent determinable, temporary impacts, secondary impacts, and/or any anticipated impacts due to construction staging or construction methods; and any mitigation required for wetland dependent species (i.e. wood storks). If wetland mitigation is required, it will be the responsibility of the COUNTY.

The DESIGN/BUILD TEAM must prepare a Technical Memorandum for the COUNTY detailing the results of the environmental analysis.

The DESIGN/BUILD TEAM must submit completed permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the COUNTY.

All permit fees must be paid for by the COUNTY.

Meetings: Upon completion of the 30% design phase, the DESIGN/BUILD TEAM must contact the COUNTY Permit Coordinator to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project.

The DESIGN/BUILD TEAM must attend the pre-application meetings with COUNTY staff and provide a meeting agenda to the COUNTY for review 2 business days prior to the meeting. The DESIGN/BUILD TEAM must provide written minutes within 7 business days of the meeting for COUNTY approval prior to distribution to attendees.

If required, The DESIGN/BUILD TEAM must conduct a field review with COUNTY and permit agencies staff to verify the limits of the surveyed jurisdictional limits and to determine the applicability of permits.

Coordination: The DESIGN/BUILD TEAM must coordinate with the COUNTY Permit Coordinator until all identified permits are obtained.

The DESIGN/BUILD TEAM must prepare responses to all agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide a response package to COUNTY Permit Coordinator.

The DESIGN/BUILD TEAM must coordinate with COUNTY Permit Coordinator to meet with the regulatory agencies as necessary to resolve permitting issues.

### **Task 7: Structures**

The DESIGN/BUILD TEAM will design and prepare contract plans for a bridge structure to span Lake Tarpon Outfall Canal only. The bridge will consist of pre-stressed beams and precast deck panels over CIP concrete piers and bearing on pre-stressed piles or spread footings. The DESIGN/BUILD TEAM will coordinate with Hydraulic and Geotechnical investigations to refine bridge limits.

Specifications: The DESIGN/BUILD TEAM must design the bridge and walls in accordance with the FDOT Structures Manual as appropriate.

Structures Field Reviews: The DESIGN/BUILD TEAM must conduct one a site review prior to the

60% plans submittal and must conduct one (1) additional site review prior to 100% plans submittal.

Structure Technical Meetings: The DESIGN/BUILD TEAM must attend technical meeting reviews (prior to 60%, prior to 100%) regarding structure.

Retaining Walls: Retaining walls will not be provided per request from the County.

Mast Arms: The DESIGN/BUILD TEAM shall design the mast arms using the current FDOT Design Standards. The FDOT Signs and Signals Excel Program will be used to select the appropriate arms, pole and foundation types. The mast arm assemblies and foundations will then be designed using the FDOT's LRFD Mast Arm Mathcad program. The DESIGN/BUILD TEAM will provide a Standard Mast Arm Assemblies Data Table for inclusion in the Signalization Plans. A total of seventeen (17) mast arms is estimated for this project at locations shown below:

Mast Arm Locations

Enterprise Road –No Mast Arms

Countryside Blvd. – New full traffic signal, requires 4 mast arms

SR 580 – New full traffic signal, requires 4 mast arms

Curlew Road– Traffic signal modifications, requires 2 mast arms

Tampa Road – Traffic signal modifications, requires 3 mast arms

East Lake Road – New full traffic signal, requires 4 mast arms

**Task 8: Traffic Analysis**

Traffic Technical Memorandum: The DESIGN/BUILD TEAM shall conduct traffic counts for 2 hours in the am peak and 2 hours in the pm peak during a typical weekday at the six major crossing locations and estimate the traffic volumes for the other 27 minor crossings. The DESIGN/BUILD TEAM shall evaluate all major and minor crossings for installing the most feasible traffic control crossing type. The crossing types that will be evaluated at minor crossings include static pedestrian warning signs and appropriate traffic control signal. The minor crossings evaluations will be limited to field visit observations and aerial review. The traffic counts, analysis and results shall be documented in a Traffic Technical Memorandum.

The DESIGN/BUILD TEAM shall employ the methodology recommended in the "Shared Use Path – Roadway Intersections Guidelines for Assigning Priority and Determining Traffic Control at Shared Use Path/Roadway Intersections report by Sprinkle Consulting, dated August 2014, for the Countryside Blvd. and SR 580 crossings only.

The DESIGN/BUILD TEAM shall coordinate with FDOT District Seven regarding the trail crossings at state roads including SR 580 and Curlew Road crossings. The DESIGN/BUILD TEAM shall develop the traffic analysis required by FDOT to obtain the Department concurrence on the crossing type at these two intersections.

Signing & Pavement Marking Analysis: At the intersection, cross walks or curb ramps are required to be added or realigned. The DESIGN/BUILD TEAM must provide yellow truncated domes/detectable warnings, and 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 DESIGN/BUILD TEAM must prepare the Signing & Pavement Marking Design file to include all necessary design elements and all associated reference files.

Signalization Analysis: The DESIGN/BUILD TEAM must analyze and document Signalization Analysis Tasks in accordance with all applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums.

County Specifications must be used for this project.

A separate signalization plan must be prepared for the locations where signalization has been recommended. Plot proposed topography (existing where applicable). Show right-of-way. Show existing/proposed utilities where there is a potential conflict with signal installation components. Show elevations at each signal pole site and highest point of intersection. Station and offset of mast arm installations. Mast arm structure mounted signs including street name signs and any regulatory signs. Show all installation components labeled with pay item number and quantity (where quantities are greater or less than 1). Include signal head details, controller operations notes, controller timing chart and loop/detector chart. If a special signal operation plan is used, it must be detailed on the signal plan including any preemption phases.

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

Lighting Analysis: The DESIGN/BUILD TEAM shall conduct photometric analysis and LED lighting design to provide adequate horizontal and vertical illumination for the trail crossings at SR 580 and Curlew Road. The DESIGN/BUILD TEAM shall coordinate with FDOT District Seven for the District illumination requirements at these two crossings.

The DESIGN/BUILD TEAM shall conduct photometric analysis and LED lighting design to provide adequate horizontal and vertical illumination for the major trail crossings at non-state roads (county roads) including Enterprise Road, Countryside Boulevard, and Tampa Road and East Lake Road.

**Task 9: Survey**

See Exhibit 2 for Survey Scope of Services.

**Task 10: Subsurface Utility Engineering (SUE)**

See Exhibit 3 for SUE Scope of Services.

**Task 11: Geotechnical Investigation**

See Exhibit 4 for Geotechnical Investigation Scope of Services.

**Task 12: Design Plans**

Design Plans: The DESIGN/BUILD TEAM must prepare design plans within the project limits. These plans must be in accordance with the Plans Preparation Manual and COUNTY standards that includes the following:

- 1) Key sheet
- 2) Typical Sections
- 3) Summary of Drainage Structures
- 4) Project Layout
- 5) General Notes
- 6) Roadway Plan-Profiles
- 7) Intersection Details
- 8) Drainage Structures
- 9) Special Details
- 10) Roadway Soil Survey
- 11) Cross Sections

- 12) Stormwater Pollution Prevention Plans (SWPPP)
- 13) Erosion Control Plans
- 14) Temporary Traffic Control Plans
- 15) Signing and Pavement Markings Plans
- 16) Signalization Plans
- 17) Lighting Plans
- 18) Structures Plans
- 19) Topographic Survey

## **OPTIONAL SERVICES**

The COUNTY must evaluate early in the design phase whether these tasks below must be performed by the DESIGN/BUILD TEAM. The COUNTY must issue a Notice to Proceed letter and Purchase Order if these services are to be implemented. The following are the anticipated Optional Services tasks:

### **Task 13 General Tasks for Phase II**

Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule for Phase II.

Contract Maintenance: Includes project management efforts for complete setup and maintenance of files, electronic folders and documents, developing technical monthly progress reports and schedule. The Phase I schedule is anticipated to be eleven (11) months and the Phase II schedule is anticipated to be eleven (11) months for a total of twenty-two (22) months. (Does not include post design)

Project Meetings: The DESIGN/BUILD TEAM must attend four (4) monthly progress meetings. The DESIGN/BUILD TEAM must provide meeting summaries for review and approval to the COUNTY. In addition, meetings will be required for the following activities:

- a. One (1) Kick-off Meeting (shortly after Phase II NTP)
- b. One (1) 100% Phase Review Meeting (30 days after submittal)
- c. Two (2) other Technical/Coordination Meeting
- d. One (1) City of Clearwater Meeting
- e. One (1) City of Oldsmar Meeting
- f. One (1) Forward Pinellas Meeting
- g. One (1) Forward Pinellas Board Meeting
- h. One (1) Board of County Commissioners Meeting
- i. Two (2) Duke Energy Coordination Meetings
- j. Three (3) Utility Design Meetings (One per Zone)
- k. Two (2) Coordination Meetings with FDOT, District 7

A total of twenty (20) meetings will be anticipated with the COUNTY for the Phase II stage of this project. Phase II is estimated to be eleven (11) months. A total of 22 months is anticipated for design. The remainder of the 1000 days will be construction and post design services. Meetings above do not include Neighborhood Information Meetings or Environmental Agency Meetings.

### **Task 14 Phase II Construction Plans**

The DESIGN/BUILD TEAM shall produce 100% and Final Signed & Sealed construction plans with same zone areas and in accordance with same requirements as shown in Phase I above. SUE test holes will also be included in this task.

Specifications Package: The DESIGN/BUILD TEAM must assist the COUNTY in preparation of a

complete specifications package. The DESIGN/BUILD TEAM must provide all applicable Technical Special Provisions and review of all required COUNTY and FDOT supplemental specifications for all items and areas of work. The DESIGN/BUILD TEAM must utilize the appropriate COUNTY and approved pay item structure.

**Task 15 Not Used**

**Task 16 Not Used**

**Task 17 Utility Coordination for Phase II**

- a. Make Utility Contacts (2) – Submittal of 90% plans to project UAO's. Submit 100% construction plans to project UAO's.
- b. 90% Design Conference – The DESIGN/BUILD TEAM shall make contact with the projects UAO's and schedule a design conference to review one on one with each utility owners the improvements proposed in the 90% plans.
- c. Collect and review plans from UAO's – Collect 90% plans UAO information that includes final RGB's that depict all coordination has taken place with the respective utility owner.
- d. Utility Coordination follow up: UAO follow up for as-built and 60% submittal
- e. Review UAO mark ups and processing of UWS for each utility owner: Collect and execute utility work schedules for each utility owner that represents that all conflicts have been addressed for this project based on 90% plans.
- f. Certification/Close out: Submit Utility Certification to Pinellas County for all of the projects utility owners.

**Task 18 Environmental Permits for Phase II**

The DESIGN/BUILD TEAM shall be responsible for procuring state and federal permits identified in **Task 6, Environmental Permitting**, which are anticipated to be necessary for construction of the Pinellas Trail Loop North Segment – Shared-Use Non-motorized (SUN) Trail Program from Enterprise Road to John Chesnut Sr. Park (PROJECT) including drainage, stormwater ponds, and floodplain compensation facilities. Preparation of applications for the referenced permits, are included in Phase I (Task 6, Environmental Permitting), except for FWC gopher tortoise permitting, which must be done in Phase II, prior to construction in Zone A. Other Phase II environmental permitting efforts include coordination and responses to requests for additional information (RAIs) issued by environmental regulatory agencies.

The DESIGN/BUILD TEAM must provide the COUNTY with draft copies of any responses to agency Requests for Additional Information (RAIs), requests to modify the permits, and/or requests for permit time extensions, for review and approval by the COUNTY prior to submittal to the agencies. The DESIGN/BUILD TEAM is responsible for the accuracy of all information included in RAIs. The DESIGN/BUILD TEAM shall be responsible for complying with all permit conditions.

The COUNTY will be responsible for submittal of all agency responses.

The COUNTY will be responsible for all permit fees.

If wetland mitigation is required, it will be the responsibility of the COUNTY. The DESIGN/BUILD TEAM shall be responsible for providing to the COUNTY the amount and type (both acres and functional loss) of wetland and surface water impacts as soon as practicable prior to draft permit

application submittal. Wetland impact analysis shall be based on the original RFP alignment and shall include, to the extent determinable, temporary impacts, secondary impacts, and/or any anticipated impacts due to construction staging or construction methods; and any mitigation required for wetland dependent species (i.e. wood storks). The draft permit submittal shall be based upon revisions made to the 60% plan submittal. The COUNTY will evaluate the use of "on-site permittee responsible" mitigation or private mitigation bank(s). The COUNTY has reserved the sole discretion to dictate which type of wetland mitigation shall be used on the project.

The DESIGN/BUILD TEAM will be responsible for preparing designs and proposing construction methods that are permissible. The COUNTY is responsible for reviewing, approving, signing, and submitting the permit application packages including all permit modifications, or subsequent permit applications.

The DESIGN/BUILD TEAM has conducted preliminary investigations of the PROJECT corridor and determined that gopher tortoises and gopher tortoise habitat are found within the vicinity of the PROJECT. While the design of the PROJECT will attempt to eliminate/minimize impacts to gopher tortoises and their habitat, gopher tortoises and their habitat may be affected by the PROJECT.

The DESIGN/BUILD TEAM will coordinate with the COUNTY regarding gopher tortoises. The COUNTY will coordinate with other landowners, including DUKE ENERGY, regarding gopher tortoises, and other environmental issues.

The DESIGN/BUILD TEAM shall be responsible for conducting the gopher tortoise burrow survey for the purpose of identifying potential gopher tortoise habitats that could be impacted by the PROJECT, including any areas to be used for construction staging. The habitat will be systematically surveyed according to the current Gopher Tortoise Permitting guidelines published by the Florida Fish and Wildlife Conservation Commission (FWC).

If there are unavoidable impacts to gopher tortoise burrows, the DESIGN/BUILD TEAM shall be responsible for preparing required documentation on behalf of the COUNTY to obtain a FWC permit for the relocation of gopher tortoises from burrows that cannot be avoided. Preparation of complete permit application packages will be the responsibility of the DESIGN/BUILD TEAM. As the permittee, the COUNTY is responsible for reviewing and approving the permit application package including all permit modifications, or subsequent permit applications. Once the COUNTY has approved the permit application, the DESIGN/BUILD TEAM is responsible for submitting the permit application to FWC. The COUNTY is responsible for paying all gopher tortoise permit, conservation, and off-site recipient site fees, as applicable. If a FWC gopher tortoise permit is ultimately required, the estimated effort for a "Relocation Permit for Properties with Ten or Fewer Burrows", is the anticipated level of involvement. A copy of the permit and any subsequent reports to FWC must be provided to the COUNTY.

The DESIGN/BUILD TEAM shall be responsible for any necessary permit extensions in order to keep the FWC gopher tortoise permit valid throughout the construction period. The DESIGN/BUILD TEAM shall provide the COUNTY with draft copies of requests to modify the permits and/or requests for permit extensions, for review and approval by the COUNTY prior to submittal to FWC. The DESIGN/BUILD TEAM shall provide the appropriate reports as required by the permit conditions, including closing out the permit.

It should be noted that, pursuant to FWC regulations, the COUNTY cannot obtain a gopher tortoise permit for areas outside of the COUNTY's ownership/control (i.e. utility easements; license agreements). Should permits in areas outside of the COUNTY's ownership/control be required, the COUNTY shall coordinate with landowners to obtain required permits. The DESIGN/BUILD TEAM



shall provide technical assistance, in the form of existing/previously collected information, which may aid in obtaining required permits outside of the COUNTY's ownership/control.

A bald eagle nesting locality (PI004) has been identified by FWC, south of Brooker Creek, in close proximity to the proposed trail alignment. Preliminary investigations, during non-nesting season, failed to identify an eagle nest in this location. Further investigations shall be performed in an effort to locate protected species and their habitats, including bald eagle nesting localities in proximity to the PROJECT. Should an active bald eagle nest be located within 660 feet of the PROJECT, the DESIGN/BUILD TEAM will initiate coordination with the USFWS and FWC. This coordination may result in requirements for monitoring and implementation of conservation measures during construction to ensure that nesting eagles are not affected by the PROJECT. If resource agency requirements include monitoring, the DESIGN/BUILD TEAM shall not be responsible for performing periodic monitoring and reporting of the active eagle nest, during construction, based upon agency requirements.

### **Task 19 Public Involvement**

Public involvement includes communicating to all interested persons, groups, and government organizations information regarding the development of the project. The DESIGN/BUILD TEAM shall provide to the COUNTY drafts of all Public Involvement documents. Additional public involvement tasks are to be provided as follows:

- a. Community Awareness Plan: Prepare a Community Awareness Plan (CAP) for review and approval by the COUNTY within 30 calendar days after receiving Notice to Proceed. The objective of the plan is to notify local governments, affected property owners, tenants, and the public of the COUNTY'S proposed construction and the anticipated impact of that construction. The CAP shall address timeframes for each review and shall include tentative dates for each public involvement requirement for the project. The CAP will also document all public involvement activities conducted throughout the project's duration. In addition to the benefits of advance notification, the process should allow the COUNTY to resolve controversial issues during the design phase. This item shall be reviewed and updated periodically as directed by the COUNTY throughout the life of the project.
- b. Notifications: In addition to public involvement data collection, the DESIGN/BUILD TEAM shall assist the COUNTY or prepare notifications, flyers, and/or letters to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the COUNTY. All letters and notices shall be reviewed by the COUNTY to ensure that they are addressed to the correct and current public officials.
- c. Preparing Mailing Lists | Stakeholder Database: At the beginning of the project, The DESIGN/BUILD TEAM shall identify all impacted property owners and tenants (within a minimum of 300 feet of the project corridor) The DESIGN/BUILD TEAM shall prepare a mailing list of all such entities and shall update the mailing list as needed during the life of the project. A stakeholder database will be developed and will document all communications throughout the duration of the project.
- d. Driveway Modification Letters: The DESIGN/BUILD TEAM shall prepare a driveway modification letter to be sent to property owners along the corridor. In addition, the DESIGN/BUILD TEAM shall prepare a sketch of each proposed driveway modification for inclusion in the letter. The letters will be sent on COUNTY letterhead.
- e. Newsletters: Not included.

- f. PowerPoint Presentations: The DESIGN/BUILD TEAM shall prepare PowerPoint presentations for use in public meetings.
- g. Public Workshop Preparations: The DESIGN/BUILD TEAM shall prepare the necessary materials for use in public meetings. The DESIGN/BUILD TEAM will investigate potential meeting sites to advise the COUNTY on their suitability. The County will pay all costs for meeting site rents and insurance. No COUNTY meetings will be held on public school system properties.
- h. Public Workshop Attendance and Follow-up: The DESIGN/BUILD TEAM shall attend public meeting(s), assist with meeting setup and take down. The DESIGN/BUILD TEAM shall also prepare a summary of the public meeting that includes all copies of all materials shown or provided at the public meeting. The summary shall also include a listing of all written comments made during or after the meeting and responses to those written comments. The DESIGN/BUILD TEAM will attend the meetings with an appropriate number of personnel to assist the COUNTY'S Project Manager. It is anticipated there will be one (1) public workshop per zone for a total of three (3) public workshops.
- i. Other Meetings: In addition to scheduled public workshops, the DESIGN/BUILD TEAM may be required to participate in meetings with other local governing authorities and/or Metropolitan Planning Organization (MPO). The DESIGN/BUILD TEAM's participation may include, but not be limited to, presentations during the meeting, note taking, and summarizing the meeting in a memo to the file.
- j. Web Site: The County shall create the website. The DESIGN/BUILD TEAM shall provide necessary documents to the County for the website.

## V. COMPENSATION

The DESIGN/BUILD TEAM must provide the above outlined Basic Services for the following fixed fee or estimate amounts.

Task 1	General Tasks	<u>\$ 66,104.10</u>	Lump Sum
Task 2	Cone & Graham Part 1 Fee	<u>\$ 99,715.26</u>	Lump Sum
Task 3	Roadway Analysis	<u>\$ 216,402.30</u>	Lump Sum
Task 4	Drainage Analysis	<u>\$ 143,228.70</u>	Lump Sum
Task 5	Utility Coordination	<u>\$ 15,360.00</u>	Lump Sum
Task 6	Environmental Permitting	<u>\$ 65,866.50</u>	Lump Sum
Task 7	Structures	<u>\$ 87,530.40</u>	Lump Sum
Task 8	Traffic Analysis	<u>\$ 171,192.60</u>	Lump Sum
Task 9	Survey	<u>\$ 178,289.79</u>	Lump Sum
Task 10	Subsurface Utility Engineering	<u>\$ 81,628.73</u>	Lump Sum
Task 11	Geotechnical Investigation	<u>\$ 63,101.12</u>	Lump Sum
Task 12	Design Plans-Phase I	<u>\$ 182,792.70</u>	Lump Sum
Task 13	Optional Services-Ph. II General	<u>\$ 7,344.90</u>	Lump Sum
Task 14	Optional Services-Phase II	<u>\$ 136,886.80</u>	Lump Sum
Task 15	Not Used	<u>\$ 0.00</u>	Lump Sum
Task 16	Not Used	<u>\$ 0.00</u>	Lump Sum
Task 17	Optional Services-Ph. II Util. Coord.	<u>\$ 25,320.00</u>	Lump Sum
Task 18	Optional Services-Ph. II Permits	<u>\$ 7,318.50</u>	Lump Sum
Task 19	Optional Services-Public Involvement	<u>\$ 51,379.40</u>	Lump Sum

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Total Fee – Phase 1 (Tasks 1-12)	<u>\$ 1,371,212.20</u>	Lump Sum
Total Fee – Phase 2/Optional Services (Tasks 13-19)	<u>\$ 228,249.60</u>	Lump Sum
Total Fee – Phase 1 plus Phase 2 (Tasks 1-19)	<u>\$ 1,599,461.80</u>	Lump Sum

## VI. SCHEDULE

DESIGN/BUILD TEAM shall commence professional services upon written receipt of Notice to Proceed (NTP) from COUNTY. The estimated time necessary to deliver this project is estimated at approximately 838 calendar days.

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

## **PROJECT SCHEDULE ZONE A**

<u>Milestone</u>	<u>Due Date from receipt of the NTP</u>	
Survey/SUE Complete	70	Calendar Days from NTP
Prepare/Submit 15% Line and Grade	107	Calendar Days from NTP
7-day COUNTY Review	114	Calendar Days from NTP
Prepare/Submit 30% Plans (~60% Level)	170	Calendar Days from NTP
14-day COUNTY Review	184	Calendar Days from NTP
Prepare/Submit Environmental Permits	190	Calendar Days from NTP
Prepare/Submit 60% Plans (~90% Level)	261	Calendar Days from NTP
14-day COUNTY Review	275	Calendar Days from NTP
45-day (from 60% Review) GMP Complete	320	Calendar Days from NTP
End Phase I		
<hr/>		
Begin Phase II		
Prepare/Submit 100% Plans	380	Calendar Days from NTP
21-day COUNTY Review	401	Calendar Days from NTP
Permits Clear	440	Calendar Days from NTP
Prepare/Submit Final S&S Plans	440	Calendar Days from NTP
Zone C - Construction Complete	838	Calendar Days from NTP

## **PROJECT SCHEDULE ZONE B**

<u>Milestone</u>	<u>Due Date from receipt of the NTP</u>	
Survey/SUE Complete	45	Calendar Days from NTP
Prepare/Submit 15% Line and Grade	60	Calendar Days from NTP
7-day COUNTY Review	67	Calendar Days from NTP
Prepare/Submit 30% Plans (~60% Level)	100	Calendar Days from NTP
7-day COUNTY Review	107	Calendar Days from NTP
Prepare/Submit Environmental Permits	110	Calendar Days from NTP
Prepare/Submit 60% Plans (~90% Level)	254	Calendar Days from NTP
21-day COUNTY Review	275	Calendar Days from NTP
GMP – 45 days from 60% Review	320	Calendar Days from NTP
End Phase I		
<hr/>		
Begin Phase II		
Prepare/Submit 100% Plans	400	Calendar Days from NTP
21-day COUNTY Review	421	Calendar Days from NTP
Permits Clear	480	Calendar Days from NTP
Prepare/Submit Final S&S Plans	480	Calendar Days from NTP
Construction Complete	838	Calendar Days from NTP

## **PROJECT SCHEDULE ZONE C**

<u>Milestone</u>	<u>Due Date from receipt of the NTP</u>	
Survey/SUE Complete	90	Calendar Days from NTP
Prepare/Submit 15% Line and Grade	120	Calendar Days from NTP
14-day COUNTY Review	134	Calendar Days from NTP
Prepare/Submit 30% Plans (~60% Level)	184	Calendar Days from NTP
14-day COUNTY Review	198	Calendar Days from NTP
Prepare/Submit Environmental Permits	205	Calendar Days from NTP
Prepare/Submit 60% Plans (~90% Level)	268	Calendar Days from NTP
7-day COUNTY Review	275	Calendar Days from NTP
45-day (from 60% Review) GMP Complete	320	Calendar Days from NTP
End Phase I		
<hr/>		
Begin Phase II		
Prepare/Submit 100% Plans	350	Calendar Days from NTP
21-day COUNTY Review	371	Calendar Days from NTP
Permits Clear	400	Calendar Days from NTP
Prepare/Submit Final S&S Plans	400	Calendar Days from NTP
Construction Complete	838	Calendar Days from NTP

The COUNTY design review period varies between seven and twenty-one calendar days from the date of each milestone submittal. The DESIGN/BUILD TEAM must also provide responses to other agencies' comments for the various required submittals. Any other delays beyond DESIGN/BUILD TEAM'S control must be documented in writing by the DESIGN/BUILD TEAM and submitted to the COUNTY for consideration to grant a schedule time extension.

Plans design reviews must occur at the conceptual (line and grade), 60% Phase, 100% phase and final complete phase. DESIGN/BUILD TEAM must submit a draft of the special conditions with the 60% design review submittal and final versions at the 100% design review submittal. The requirements for each design review must be as specified in the COUNTY'S "Checklists for Design Review Submittals". The DESIGN/BUILD TEAM must continue its design work during the review periods. The DESIGN/BUILD TEAM must 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. The DESIGN/BUILD TEAM must respond to regulatory agencies review comments in the same manner. Design revisions are to be completed by the DESIGN/BUILD TEAM at no additional time and/or cost unless the revisions result from the COUNTY making changes to the horizontal or vertical alignment or other changes or similar impact to the project design. In such cases, the COUNTY must evaluate the DESIGN/BUILD TEAM'S request for additional time and/or compensation. The COUNTY may require the DESIGN/BUILD TEAM 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 must be allotted to the DESIGN/BUILD TEAM'S schedule if a resubmittal is required.

The DESIGN/BUILD TEAM'S services must commence upon receipt of written notice to proceed issued by the COUNTY.

## **VII. INVOICES & PROGRESS REPORTS**

Invoicing shall take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The DESIGN/BUILD TEAM shall pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the DESIGN/BUILD TEAM stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

# Exhibit 1

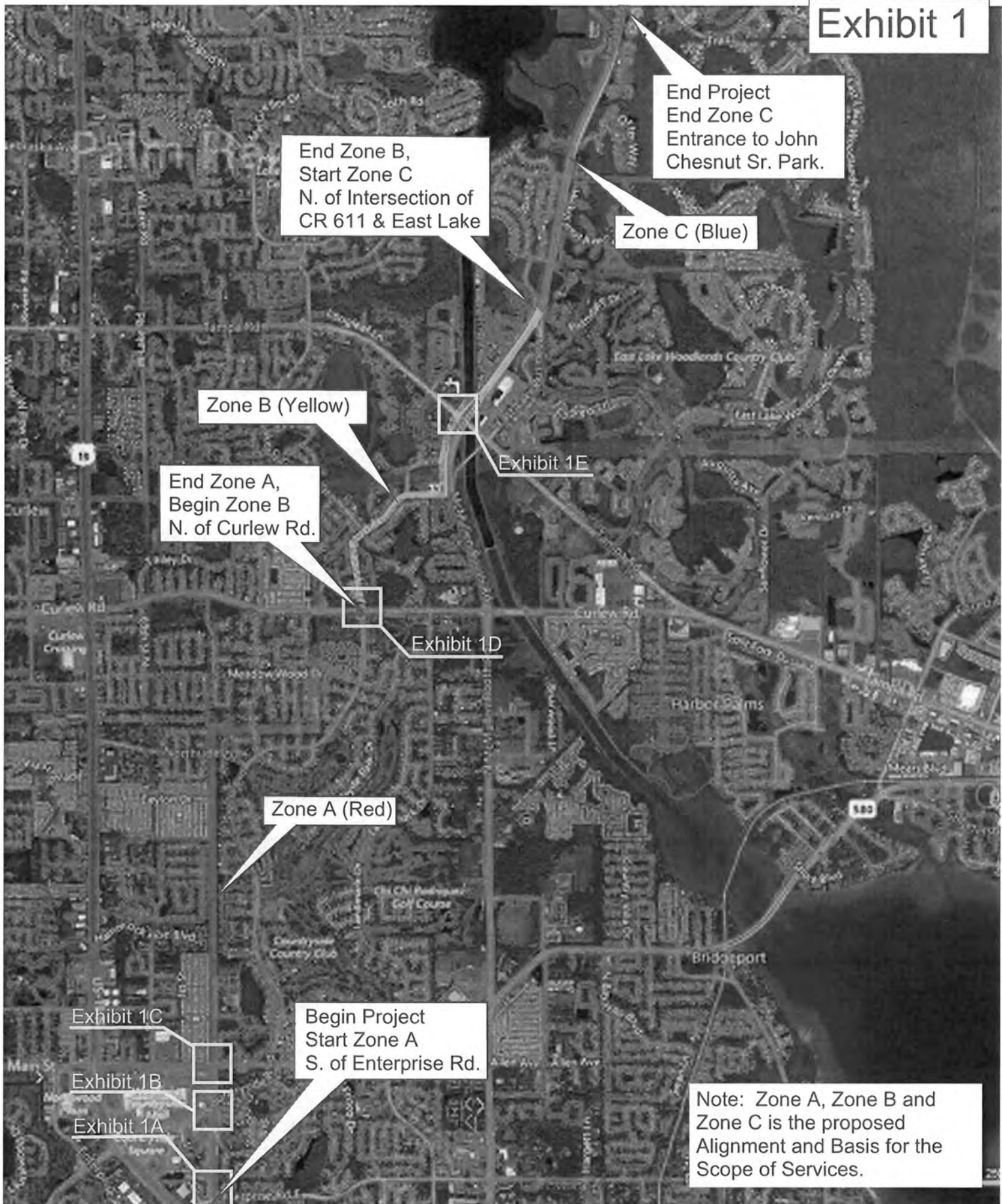


Exhibit 1: Proposed Alignment Study/Zone Limits



Exhibit 1A



DUKE ENERGY  
EASEMENT

INVERNESS  
RESIDENCES

CROSSING TREATMENT:  
RECTANGULAR RAPID FLASH  
BEACON (RRFB)

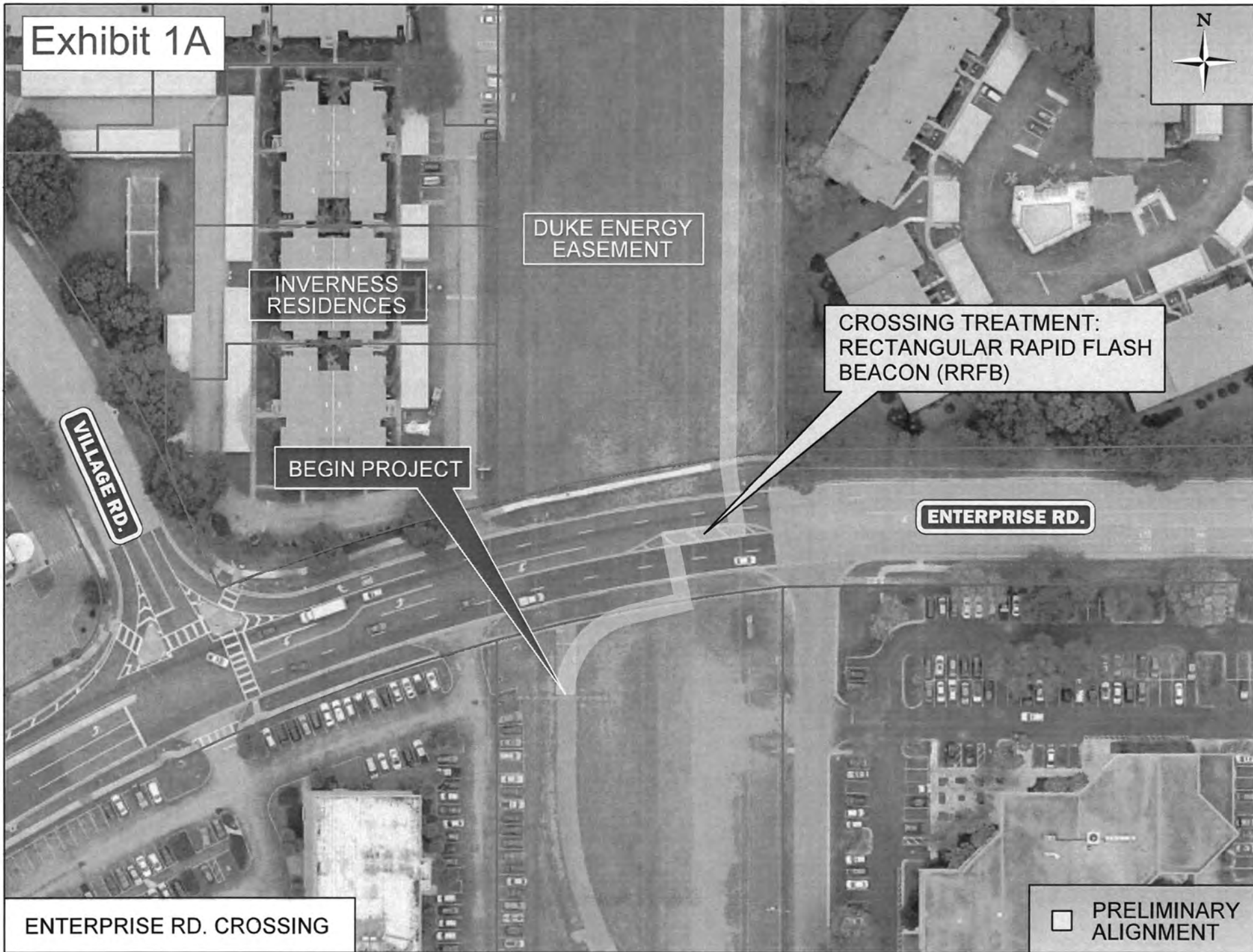
VILLAGE RD.

BEGIN PROJECT

ENTERPRISE RD.

ENTERPRISE RD. CROSSING

□ PRELIMINARY  
ALIGNMENT



# Exhibit 1B



WESTFIELD  
COUNTRYSIDE

CROSSING TREATMENT:  
FULL SIGNAL



COUNTRYSIDE BLVD.

DUKE ENERGY  
EASEMENT

WINDING WOOD DR.

COUNTRYSIDE BLVD. CROSSING

□ PRELIMINARY  
ALIGNMENT



Exhibit 1C



MISTY SPRINGS

CROSSING TREATMENT:  
FULL SIGNAL

MAIN ST.



WESTFIELD COUNTRYSIDE

DUKE ENERGY EASEMENT

MAIN ST. (SR 580) CROSSING

 PRELIMINARY ALIGNMENT



Exhibit 1D



CROSSING TREATMENT:  
EXISTING SIGNAL

CURLEW RD.

586

COUNTRYSIDE BLVD.

CURLEW RD. (SR 586) CROSSING

PRELIMINARY  
ALIGNMENT



# Exhibit 1E

BRIDGE OVER LAKE TARPON  
OUTFALL CANAL



CROSSING TREATMENT:  
FULL SIGNAL CROSSING

TAMPA RD.

McMULLEN BOOTH RD.



BAYCARE  
MEDICAL

LAKE TARPON  
OUTFALL CANAL



TAMPA RD. (CR 752) CROSSING

- BRIDGE LIMITS
- PRELIMINARY ALIGNMENT



# **ECHEZABAL & ASSOCIATES, INC.**

## **Surveying & Mapping**

108 W. Country Club Drive  
25400 U.S. 19 North, Suite 137  
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612  
Clearwater, FL 33763  
Deland, FL 32720

Phone: 813-933-2505  
Phone: 727-796-8740  
Phone: 386-736-1030

### **Exhibit 2**

#### **SCOPE OF SURVEY SERVICES**

**Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized  
(SUN) Trail Program**

**CONTRACT NO. 167-0071-NC (SS)  
COUNTY PID: 000967A**

#### **Prepared for:**

**Pinellas County Public Works  
Transportation Division  
Transportation Engineering Section  
14 South Fort Harrison Avenue  
Clearwater, Florida 33756**

#### **Prepared by:**

**Echezabal & Associates, Inc.  
108 W. Country Club Drive  
Tampa, Florida 33612**

November 28, 2017  
Revised: January 25, 2018

**I. PROJECT TITLE**

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program.

**II. INTENT:**

The overall intent of this proposal is to provide survey services as detailed in the Scope of Survey Services.

**III. PROJECT LIMITS:**

Beginning at Enterprise Rd., running northerly to John Chestnut Park. See attached exhibit for survey zone limits.

**IV. PROJECT DESCRIPTION:**

The purpose of this project is to construct the northernmost gap within the Pinellas Trail Loop beginning at Enterprise Road, connecting to the Duke Energy Trail. The trail will run approximately 6.5 miles to the north utilizing a large portion of the Duke Energy easement and will terminate north above the Lake Tarpon Outfall connecting the southernmost trailhead at John Chestnut Sr. Park. The typical section includes a 12-foot asphalt paved trail with 2-foot unpaved level shoulders on either side. The trail width may transition down to 8 feet in critical areas throughout the project.

**V. SCOPE OF SURVEY SERVICES:**

Echezabal & Associates, Inc. will perform and prepare all surveys in accordance with the requirements of Chapter 5J-17.050, 5J-17.051 and 5J-17.052, of the Florida Administrative Code (FAC), pursuant to Chapter 472 of the Florida Statutes.

**1.0 Control**

**1.1 Horizontal and Vertical**

All surveys will be referenced to Florida State Plane Coordinate System (west zone), North American Datum, 1983 / 2011 adjustment (NAD 83/11) and North American Vertical Datum, 1988 adjustment (NAVD 88). The unit of measure shall be the United States Survey Foot.

**1.2 Control Monumentation**

Project horizontal control points shall be established at intervals not to exceed 700 ft. All points shall be inter-visible at surface level when occupied by conventional survey instruments. Control points shall be positioned near the sideline of existing right of way at random locations with the highest degree of probability of being protected from future destruction. All control points shall be of permanent material, stamped with the appropriate name of firm, LS/LB number. Control points shall be identified on the survey by a point number, elevation, ordinate (Y) value, and abscissa (X) value of the datums referenced. All control shall be detectable with magnetic location devices. A list of all project control points shall be provided on the survey by a separate sheet. Elevation benchmarks shall be established at locations beyond the limits of anticipated improvements. The interval between established benchmarks shall not exceed 2640 ft., be comprised of durable material and located upon fixed objects.

**1.3 Accuracy**

All surveys shall be performed and displayed in accordance with the requirements of Chapter 5J-17.050, 5J-17.051 and 5J-17.052, of the Florida Administrative Code (FAC), pursuant to Chapter 472 of the Florida Statutes.

## **2.0 Boundary**

- 2.1** Boundary surveys shall meet the Florida Surveying Standards of Practice, as referenced herein. In all cases, the scope of services identified in the referenced agreement shall provide the location and/or legal description of sites requiring boundary surveys.

## **3.0 Right of way**

- 3.1** Right of way surveys shall be performed in accordance with the geographical limits identified in the project scope. The surveyor shall survey and map all existing rights-of-way adjacent to the project using record plats, roadway right of way maps and Duke Energy right of way deeds. In subdivided lands, the exterior block lines shall be recovered sufficient to map interior lot lines and/or property lines with the expressed symbols identified in the map standards. All recovered monumentation characteristics shall be identified. Calculated relationship to recovered monuments shall be noted. All forms of existing right of way and easements must reference a recorded source document. Right of way not referenced shall be identified as undocumented right of way / easements. All adjacent ownerships shall reference the Property Appraiser parcel number. All proposed easement and right of way lines shall be identified on the right of way survey. The appropriate line and text symbols shall be used as shown in the current Pinellas County CADD Standards. All improvements constructed within the proposed rights-of-way / easements shall be shown on the survey.

## **4.0 Topographic**

- 4.1** All surface features within the limits of survey, shall be surveyed and mapped. Static Lidar methodology will be used where appropriate. The limits of survey shall be defined in the agreement scope of services with sufficiency, (typically the East ½ of the Duke Energy Right of Way, edge of pavement to right of way line in subdivision areas). The surveyor shall recite the limits of survey in the Surveyor's Report, in addition to other standard report items. All trees four (4) inches and larger in diameter, measured at chest height, shall be surveyed, identified by species, and mapped with an appropriate symbol. Surface elevations shall be obtained with sufficient density to build an accurate terrain model. All feature lines such as top of banks, toe of slopes, road centerlines, edges and curbs shall be surveyed. Identification of surface conditions such as: asphalt, concrete, dirt/marl, grass or wetlands shall be shown. All topographic features shall have geographic relationships. The surveyor shall locate all visible utilities and fixed objects within the limits of survey. All locations shall be related to the expressed horizontal and vertical datums previously identified. All topographic survey features shall be surveyed in sufficient detail and densification interval for accurate display when interpolated such that only minor deviation is detected. All feature lines shall be displayed at an accuracy not to exceed plus or minus 5% of the map scale, 90% of the time. Topographic features extracted by image acquisition methods shall meet this requirement in obscured areas, ground measurements will be required to supplement planimetric contours. The Surveyor shall create, through accepted software processes, a digital terrain model (DTM) of the limits of survey.

The terrain model shall be compared with surface measurements at locations deemed appropriate by the Surveyor. Comparison locations shall be recited in the Surveyor's Report. All utility poles, anchors and guy backs shall be surveyed and mapped. Utility pole numbers shall be shown on the map. The Surveyor shall locate and survey all surface utilities. The Surveyor shall indicate in the Surveyor's Report, by revisions, date and other circumstances, the utility survey data. All utility survey and mapping functions shall clearly identify the type and owner of the utility surveyed. Unknown utility data shall be clearly shown on the survey. The location of surface utility data shall be indicated on the topographic survey by station, offset and elevation to the top of each facility together with inside diameter, dimensions and other pertinent data to accurately portray the utility.



**4.1 Topographic (continued)**

Storm and sanitary sewer lines along with other subsurface utilities shall be displayed in a plan and profile view with a separate plot for each utility classification.

**5.0 Soil Borings** – Locate and elevate borings within Trail corridor.

**6.0 Computer Base Mapping Standards**

All survey maps delivered to the County shall be created from the Pinellas County Kit for Civil 3D 2017. All survey maps will be signed and sealed by a Florida Professional Surveyor and Mapper. Deliverables will conform to the following:

- 6.1 An electronic text file containing the horizontal and vertical coordinates of the control monuments and horizontal and vertical benchmarks, with a Surveyor's Report.
- 6.2 The Surveyor Report shall be a text option on all maps of survey for all types of surveys or a separate document of letter (8-1/2" x 11") size. In all cases, the report shall include: Type of Survey, Date, Datums, Abbreviations legend, Accuracy Statements, Performance, Survey Methods, Data Source (s), Control Points, Parent Benchmarks, Project Benchmarks, Technician Name(s), Responsible Surveyor and Intended features. All reports shall be signed and sealed by the Surveyor. A minimum of three (3) copies (original signature and seal on each) shall be delivered to the County Land Survey Division. Additionally, such report in letter size format shall be produced in a computer format in Word and supplied to the County on acceptable disk media.
- 6.3 Three (3) signed and sealed hard copies of the Control and Specific Purpose Survey and electronic CADD files. CADD files will adhere to Pinellas County CADD Standards as defined in Pinellas County Kit for Civil 3D 2017.
- 6.4 A CD ROM magnetic media computer disk(s) containing all project data in AutoCAD Civil 3D and AutoCAD Raster Design format. The original project directory tree as created by AutoCAD and all subdirectories and files shall be included.

**7.0 Assumptions**

- 1. The Surveyor and field team will have sufficient access to the properties and gated areas of the project corridor.
- 2. Right of way / parcel corner monuments will not be set in this survey effort.

**8.0 Delivery Times**

**DTM / Design Survey**

Zone A	70 working days from Notice to Proceed – Survey second
Zone B	45 working days from Notice to Proceed – Survey first
Zone C	90 working days from Notice to Proceed – Survey third

**Specific Purpose Survey Map**

Map completion 130 working days from Notice to Proceed

**8.0 Compensation** - Main Survey Effort

**8.0 Compensation (continued)**

**8.1 ZONE A Survey Limits:** extends from Enterprise Rd. (stubs to existing trail) to Curlew Rd. Survey data will be obtained in the East 1/2 of the Duke Energy right of way, and edge of pavement to right of way line in subdivision areas. / 3.4 miles

Classification	Hourly Rate	Field Crew Hours	Office Effort Hours	Sub Total
<b>Survey Effort</b>				
3 Person Survey Crew	\$ 163.10	312		\$ 50,887.20
Professional Land Surveyor	\$ 163.16		46	\$ 7,505.36
Senior Project Surveyor	\$ 129.90		79	\$ 10,262.10
Survey AutoCad Technician	\$ 85.35		130	\$ 11,095.50
			<b>Zone A Survey Total</b>	<b>\$ 79,750.16</b>

**8.2 ZONE B Survey Limits:** extends from Curlew Rd. north, to the west right of way of Lake Tarpon Canal Outfall, north of Tampa Rd.; crossing canal to the east right of way of Lake Tarpon Canal Outfall, south under McMullen Booth Rd., McMullen Booth Rd. exit ramp and East Lake Rd. bridges to Boot Ranch Properties, north along Boot Ranch Properties and the east right of way of McMullen Booth Rd. to the intersection of CR611 and East Lake Rd. / 2 miles

Classification	Hourly Rate	Field Crew Hours	Office Effort Hours	Sub Total
<b>Survey Effort</b>				
3 Person Survey Crew	\$ 163.10	230		\$ 37,513.00
Professional Land Surveyor	\$ 163.16		35	\$ 5,710.60
Senior Project Surveyor	\$ 129.90		59	\$ 7,664.10
Survey AutoCad Technician	\$ 85.35		97	\$ 8,278.95
			<b>Zone B1 Survey Total</b>	<b>\$ 59,166.65</b>

**8.3 ZONE C Survey Limits:** extends from intersection of East Lake Rd. and CR 611 to John Chestnut Sr. Park entrance (stubs to existing trail) / 1.5 miles

Classification	Hourly Rate	Field Crew Hours	Office Effort Hours	Sub Total
<b>Survey Effort</b>				
3 Person Survey Crew	\$ 163.10	152		\$ 24,791.20
Professional Land Surveyor	\$ 163.16		23	\$ 3,752.68
Senior Project Surveyor	\$ 129.90		40	\$ 5,196.00
Survey AutoCad Technician	\$ 85.35		66	\$ 5,633.10
			<b>Zone C Survey Total</b>	<b>\$ 39,372.98</b>

Trail Limits attached.

# Exhibit 2





## **DESCRIPTION OF SERVICES:**

### **Survey Scope**

OMNI will complete SUE services at the following locations:

**Provide the designation (SUE Level B) and survey of the horizontal position of all known utilities detected using electromagnetic and GPR equipment as follows:**

### **Zone A**

Enterprise Rd. including the Village Dr. intersection (600' x 6 utilities = 3,600'), Countryside Blvd. (600' x 8 utilities = 4,800'), SR 580 (600' x 8 utilities = 4,800'), Northside Dr. (250' x 5 utilities = 1,250'), Northridge Dr. (250' x 4 utilities = 1,000'), Fox Hill Dr. (250' x 4 utilities = 1,000'), North side of Meadow Woods Dr. (1,000 x 3 utilities = 3,000') and the East side of Countryside Dr. from Meadow Wood Dr. to Curlew Rd. (1,700' X 5 utilities = 8,500'). Total length Zone A = 5.28 utility miles. Designating fee including office and field support **\$21,576.83**.

### **Zone B**

East side of Countryside Dr. from Curlew Rd to McMullen Booth Rd. (4,000' x 5 utilities = 20,000'), and the West side of McMullen Booth Rd. from Countryside Blvd. to the intersection of CR 611 and East Lake Rd. (4,800' X 4 utilities = 19,200'). Total length Zone B = 7.4 utility miles. Designating fee Zone B including office and field support **\$30,025.95**.

### **Zone C**

The West side of McMullen Booth Rd edge of pavement to pole line from East Lake Rd. to the John Chesnut Park entrance (7,700' x 5 utilities = 7,700'). Total length Zone C = 7.29 utility miles. Designating fee Zone C including office and field support **\$30,025.95**

### **Optional Services:**

**Locating (SUE Level A) to investigate signal structures and potential utility conflicts.**

### **Zone A**

50 Locates (SUE Level A) to investigate 10 mast arms (5 locates each), and 10 to be used by EOR for potential utility conflicts. Locating fee for Zone A including office and field support **\$24,820.76**.

### **Zone B**

35 Locates (SUE Level A) to be used to investigate 7 mast arm foundations (5 locates each). Locating fee for Zone B including office and field support **\$14,554.94**.

Project coordinates will be based on State Plane 1983/2011 values.

*8509 Benjamin Road, Suite E, Tampa, FL 33634  
Telephone: (813) 852-1888 Fax: (866) 485-3356*



Vertical data will be based on vertical data provided by the design build team.

**\*\*Existing survey control to be provided to OMNI before services can be performed.\*\***

#### **DESCRIPTION OF SUE SERVICES:**

OMNI will provide technicians, equipment and special tools to designate the horizontal position of the utilities in the project area as described in the survey section using EM and GPR methods (see below). We will provide up to 10 SUE Locates (SUE Level A) at potential conflict areas as directed by the Engineer of Record. 85 SUE Locates are to be used to investigate 17 mast arm foundations.

**Electromagnetic (EM)** induction is a method in which a transmitter signal is applied by directly coupling to a metallic target. A receiver is then used to detect the transmitted signal. Passive detection is another technique used to locate naturally occurring magnetic fields that exist on power cables generating a 50/60 Hz. signal. Additionally, very low frequency (VLF) signals can be detected on other metallic utilities that are typically long in length and are well grounded electrically. Some utility systems contain portions of non-metallic material and, therefore, we may not be able to locate using EM techniques.

**Ground Penetrating Radar (GPR)** uses a high frequency radio signal that is transmitted into the ground and reflected signals are returned to the receiver for storage on digital media. The computer measures the time taken for a pulse to travel to and from the target indicating its depth and location. The reflected signals are interpreted by the system and displayed on the unit's LCD panel.

**Test holes (Vacuum excavation)** is a technique used to safely expose utilities or clearing structures by using a combination of compressed and vacuum air. Once the utility has been exposed, depth, diameter and material type can be obtained.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth and/or feature makeup.

#### **DELIVERABLES:**

Utility file in Microstation or Autocad format, based on request.

Report of Survey

SUE report of test-hole summary

#### **ADDITIONAL SERVICES:**

*8509 Benjamin Road, Suite E, Tampa, FL 33634  
Telephone: (813) 852-1888 Fax: (866) 485-3356*



*Surveying & Mapping • Subsurface Utility Engineering  
Utility Coordination • Public Involvement*



Services beyond those specified in this proposal are considered as Additional Services and are not included in the price quoted herein. Additional services can be provided on a time and material basis or at a specified amount mutually agreed upon before providing the service.

If you have any questions or need additional information please do not hesitate to contact me. Again, we appreciate this opportunity and look forward to working with you on this project.

Sincerely,

Shannon Wright  
SUE Manager



ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 County: Pinellas  
 FPN: 000967A-TWQ 3  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/21/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Surveyor and Mapper	Survey Tech	Project Manager	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	36	0	0	0	0	0	0	0	0	7	18	11	0	36	\$4,174	\$115.93
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	36	0	0	0	0	0	0	0	0	7	18	11	0	36		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$976.50	\$1,602.00	\$1,595.00	\$0.00		\$4,173.50	\$115.93

Check = \$4,173.50

Notes:

- 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$4,173.50
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$4,173.50
SUE Designating	8.02	3-man crew da \$ 1,812.20 / day	\$14,532.03
SUE Locating	0	3-man crew da \$ 1,857.00 / day	\$0.00
Survey (Field)	2.00	3-man crew da \$ 1,432.25 / day	\$2,871.30
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$21,576.83
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			\$21,576.83

Project Activity 27: Survey

Estimator: Shannon Wright  
FINAL 06/06/10

Project:

Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
000667A-TWO 3

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site	5.28	1.35	7.1	1.00	7.13	2.50	17.82	Designate (SUE Level B) the horizontal position of all known utilities detected using electromagnetic and GPR equipment as follows: Enterprise Rd. including the Village Dr. Intersection (600' x 6 utilities = 3,600'), Countryside Blvd. (600' x 8 utilities = 4,800'), SR 580 (600' x 8 utilities = 4,800'), Northside Dr. (250' x 5 utilities = 1,250'), Northridge Dr. (250' x 4 utilities = 1,000'), Fox Hill Dr. (250' x 4 utilities = 1,000'), North side of Meadow Woods Dr. (1,000 x 3 utilities = 3,000') and the East side of Countryside Dr. from Meadow Wood Dr. to Curfew Rd. (1,700' X 5 utilities = 8,500').
	Locates	Point	0	0.166	0.00	1.00	0.00	2.50	0.00	
	Survey		25%	7.13	1.8	1.00	1.78	3.00	5.35	
27.27	Work Zone Safety		0.125	6.91	1.1					
<b>Survey Subtotal</b>				<b>Crew Days</b>	<b>10.02</b>	<b>Field Support Hours</b>	<b>9</b>	<b>Office Support Hours</b>	<b>23</b>	
27.32	Technical Meetings	LS	0.00						0	
27.33	Quality Control / Quality Assurance	LS						5%	1	
27.34	Supervision	LS						5%	2	
27.35	Coordination	LS						3%	1	
<b>27. Survey Total</b>			<b>Crew Days</b>	<b>10.02</b>	<b>Field Support Hours</b>	<b>9</b>	<b>Office Support Hours</b>	<b>27</b>		

**Technical Meetings**

Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>		
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>		<b>0</b>		

Cerries to 27.32

SPLS =  
PLS =  
Office Support =  
Total Hours = 36

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3



ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 County: Pinellas  
 FPN: 000967A-TWO 3  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No: enter consultants proj number  
 Date: 12/21/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Surveyor and Mapper	Survey Tech	Project Manager	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	41	0	0	0	0	0	0	0	0	8	20	12	0	40	\$4,636	\$115.90
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	41	0	0	0	0	0	0	0	0	8	20	12	0	40		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,116.00	\$1,760.00	\$1,740.00	\$0.00		<b>\$4,636.00</b>	<b>\$115.90</b>

Check = \$4,636.00

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$4,636.00
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$4,636.00</b>
SUE Designating	0	3-man crew da	\$ 1,812.20 / day
SUE Locating	9.11	3-man crew da	\$ 1,857.00 / day
Survey (Field)	2.28	3-man crew da	\$ 1,432.25 / day
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$24,820.76</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$24,820.76</b>

Estimator: Shannon Wright  
FINAL 06/08/10

Project:

Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
000967A-TWO 3

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site		1.50	0.0	1.00	0.00	2.50	0.00	50 Locales (SUE Level A) to investigate 10 mast arms (5 locales each), and 10 to be used by EOR for potential utility conflicts.
	Locales	Point	60	0.135	8.10	1.00	8.10	2.50	20.25	
	Survey		25%	8.10	2.0	1.00	2.03	3.00	6.08	
27.27	Work Zone Safety									
			0.125	10.13	1.3					
<b>Survey Subtotal</b>				<b>Crew Days</b>	<b>11.30</b>	<b>Field Support Hours</b>	<b>10</b>	<b>Office Support Hours</b>	<b>26</b>	
27.32	Technical Meetings	LS								
			0.00						0	
27.33	Quality Control / Quality Assurance	LS						5%	1	
27.34	Supervision	LS						5%	2	
27.35	Coordination	LS						3%	1	
<b>27. Survey Total</b>			<b>Crew Days</b>	<b>11.30</b>	<b>Field Support Hours</b>	<b>10</b>	<b>Office Support Hours</b>	<b>30</b>		

**Technical Meetings**

Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>

Carries to 27.32

SPLS =  
PLS =  
Office Support =  
Total Hours = 41

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

Exhibit 3

Zone B  
SUE Fee  
(Task 10)

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 County: Pinellas  
 FPN: 000967A-TWO 3  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/21/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Surveyor and Mapper	Survey Tech	Project Manager	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	50	0	0	0	0	0	0	0	0	10	25	15	0	50	\$5,795	\$115.90
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	50	0	0	0	0	0	0	0	0	10	25	15	0	50		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,395.00	\$2,225.00	\$2,175.00	\$0.00		\$5,795.00	\$115.90

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$5,795.00
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
FCCM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$5,795.00
SUE Designating	11	3-man crew da \$ 1,812.20 / day	\$19,934.20
SUE Locating	0	3-man crew da \$ 1,857.00 / day	\$0.00
Survey (Field)	3	3-man crew da \$ 1,432.25 / day	\$4,296.75
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$30,025.95
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			\$30,025.95

Estimator: Shannon Wright  
FWAL 06/09/10

Project:

Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
000967A-TWO 3

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site	7.40	1.35	9.99	1.00	9.99	2.50	24.98	Designate (SUE Level B) the horizontal position of all known utilities detected using electromagnetic and GPR equipment as follows: East side of Countryside Dr. from Curlew Rd to McMullen Booth Rd. (4,000' x 5 utilities = 20,000), and the West side of McMullen Booth Rd. from Countryside Blvd. to the intersection of CR 611 and East Lake Rd. (4,800' X 4 utilities = 19,200).
	Locates	Point	0	0.166	0.00	1.00	0.00	2.50	0.00	
	Survey		25%	9.99	2.50	1.00	2.50	3.00	7.49	
27.27	Work Zone Safety		0.125	12.40	1.6					
<b>Survey Subtotal</b>				<b>Crew Days</b>	<b>14</b>	<b>Field Support Hours</b>	<b>12</b>	<b>Office Support Hours</b>	<b>32</b>	
27.32	Technical Meetings	LS	0.00						0	
27.33	Quality Control / Quality Assurance	LS						5%	2	
27.34	Supervision	LS						5%	2	
27.35	Coordination	LS						3%	1	
<b>27. Survey Total</b>				<b>Crew Days</b>	<b>14</b>	<b>Field Support Hours</b>	<b>12</b>	<b>Office Support Hours</b>	<b>37</b>	

**Technical Meetings**

Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>		<b>0</b>	<b>0</b>	<b>0</b>

Carries to 27.32

SPLS =  
PLS =  
Office Support =  
Total Hours = 50

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 County: Pinellas  
 FPN: 000967A-TWO 3  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/21/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Surveyor and Mapper	Survey Tech	Project Manager	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	23	0	0	0	0	0	0	0	0	5	12	7	0	24	\$2,781	\$115.85
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	23	0	0	0	0	0	0	0	0	5	12	7	0	24		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$697.50	\$1,068.00	\$1,015.00	\$0.00		<b>\$2,780.50</b>	<b>\$115.85</b>

Check # \$2,780.50

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$2,780.50
OVERHEAD:	0%		\$0.00
OPERATING MARGIN:	0%		\$0.00
FCCM (Facilities Capital Cost Money):	0.00%		\$0.00
EXPENSES:	0.00%		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$2,780.50</b>
SUE Designating	0	3-man crew da	\$ 1,812.20 / day
SUE Locating	5.32	3-man crew da	\$ 1,857.00 / day
Survey (Field)	1.33	3-man crew da	\$ 1,432.25 / day
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			<b>\$14,554.94</b>
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			<b>\$14,554.94</b>

Estimator: Shannon Wright  
FINAL 000010

Project:

Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
00067A-TWC 3

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments
27.10	Underground Utilities									
	Designates	Mile/Site	0.00	1.50	0.0	1.00	0.00	2.50	0.00	35 Locates (SUE Level A) to be used to investigate 7 mast arm foundations (5 locates each).
	Locates	Point	35	0.135	4.73	1.00	4.73	2.50	11.81	
	Survey		25%	4.73	1.2	1.00	1.18	3.00	3.54	
27.27	Work Zone Safety									
			0.125	5.91	0.7					
<b>Survey Subtotal</b>				<b>Crew Days</b>	<b>6.64</b>	<b>Field Support Hours</b>	<b>6</b>	<b>Office Support Hours</b>	<b>15</b>	
27.32	Technical Meetings	LS								
			0.00						0	
27.33	Quality Control / Quality Assurance	LS								
								5%	1	
27.34	Supervision	LS								
								5%	1	
27.35	Coordination	LS								
								3%	0	
<b>27. Survey Total</b>			<b>Crew Days</b>	<b>6.64</b>	<b>Field Support Hours</b>	<b>6</b>	<b>Office Support Hours</b>	<b>17</b>		

**Technical Meetings**

Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>		
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>		<b>0</b>		

Carries to 27.32

SPLS =  
PLS =  
Office Support =  
Total Hours = 23

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 County: Pinellas  
 FPN: 000967A-TWO 3  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/21/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Surveyor and Mapper	Survey Tech	Project Manager	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	49	0	0	0	0	0	0	0	0	10	25	15	0	60	\$5,795	\$115.90
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
<b>Total Staff Hours</b>	49	0	0	0	0	0	0	0	0	10	25	15	0	60		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,395.00	\$2,225.00	\$2,175.00	\$0.00		\$5,795.00	\$115.90

Check = \$5,795.00

Notes:

- This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:			\$5,795.00
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
FCCM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$5,795.00
SUE Designating	11	3-man crew da \$ 1,812.20 / day	\$19,934.20
SUE Locating	0	3-man crew da \$ 1,857.00 / day	\$0.00
Survey (Field)	3	3-man crew da \$ 1,432.25 / day	\$4,296.75
Geotechnical Field and Lab Testing			\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>			\$30,025.95
Optional Services			\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>			\$30,025.95

Project Activity 27: Survey

Estimator: Shannon Wright  
FEAL 000970

Project:

Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
000967A-TWO 3

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments	
27.10	Underground Utilities										
	Designates	Mile/Site	7.26	1.35	9.8	1.00	9.84	2.50	24.60	Designate (SUE Level B) the horizontal position of all known utilities detected using electromagnetic and GPR equipment as follows: West side of McMullen Booth Rd. edge of pavement to pole line from East Lake Rd. to the John Cheanut Park entrance (7,700' x 5 utilities = 7,700').	
	Locates	Point	0	0.166	0.00	1.00	0.00	2.50	0.00		
	Survey		25%	9.84	2.5	1.00	2.46	3.00	7.38		
27.27	Work Zone Safety		0.125	12.30	1.5						
<b>Survey Subtotal</b>					<b>Crew Days</b>	<b>14</b>	<b>Field Support Hours</b>	<b>12</b>	<b>Office Support Hours</b>	<b>32</b>	
27.32	Technical Meetings	LS	0.00						0		
27.33	Quality Control / Quality Assurance	LS						5%	2		
27.34	Supervision	LS						5%	2		
27.35	Coordination	LS						3%	1		
<b>27. Survey Total</b>					<b>Crew Days</b>	<b>14</b>	<b>Field Support Hours</b>	<b>12</b>	<b>Office Support Hours</b>	<b>37</b>	

**Technical Meetings**

Kickoff Meeting with FDOT	EA	0	0	0
Baseline Approval Review	EA	0	0	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	0	0	0
Final Submittal Review	EA	0	0	0
Other Meetings	EA	0	0	0
<b>Subtotal Technical Meetings</b>		<b>0</b>		
Progress Meetings	EA	0	0	0
Phase Review Meetings	EA	0	0	0
<b>Total Meetings</b>		<b>0</b>		

Carries to 27.32

SPLS =  
PLS =  
Office Support =  
Total Hours = 49

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3



December 20, 2017  
Revised: January 8, 2018

Kisinger Campo & Associates  
201 N. Franklin Street  
Suite 400  
Tampa, Florida 33602

Attn: Mr. John Burton, P.E.

**RE: Proposal for Geotechnical Engineering Services  
Pinellas Trail Loop North Segment  
Shared-Use Non-Motorized (SUN) Trail Program  
Pinellas County, FL  
Tierra Project No. 6511-17-173**

Mr. Burton:

Tierra, Inc. appreciates the opportunity to submit the attached proposal to provide geotechnical engineering services for this project.

## **Project Information**

### RFP Alignment- Task 11 & 14

The project, as Tierra understands it, is to provide geotechnical services to support the design for the proposed Pinellas Trail Loop North Segment. Specifically, the site is divided into three sequential sections, Zone A, B, & C (RFP Alignment). Zone A, the southernmost section, approximately 3.4 miles long, begins near the intersection of Enterprise Road East and US 19 and ends at the beginning of Zone B. Zone B, approximately 2.0 miles long, begins near the intersection of Curlew Road and Countryside Blvd. and ends at the beginning of Zone C. Zone C, approximately 1.5 miles long, begins near the intersection of McMullen Booth Road (CR 611) and East Lake Road South and ends at the intersection of East Lake Road South and John Chestnut Sr. Park. Based on information provided by KCA, there will be a bridge structure with piers supported by piles in Zone B over the Lake Tarpon Outfall Canal. In addition to the bridge structures, there will also be multiple mast arm structures associated with the project. Zone A has proposed four mast arms at SR 580(Main Street), four mast arms at Countryside Blvd., and two replacement mast arms at Curlew Road. Zone B has four proposed mast arms at the intersection of East Lake Road South and McMullen Booth Road and three proposed mast arms at the intersection of Tampa Road and McMullen Booth Road. Zone C has no associated mast arm designs or replacements.

Tierra's scope will be to obtain information concerning subsurface conditions along the proposed SUN Trail, bridge structure, and mast arm structures in order to establish geotechnical parameters and recommendations for use in the design.

### Scope of Services

1. Conduct a visual reconnaissance of the project site and coordinate utility clearance (land and water).
2. Execute a program of subsurface exploration consisting of the following:

#### SUN Trail:

- a. Perform hand auger borings at intervals of approximately 500 feet to estimate the seasonal high ground water table levels and establish subsurface conditions along the proposed SUN trail for a total of 70 hand auger borings.
- b. In areas suspected of containing organic soils based on the USDA Soil Survey, perform hand auger borings approximately every fifty feet to evaluate the limits of deleterious material. Several areas are expected to contain organic soils at the end of Zone A/beginning of Zone B, according to the USDA NRCS Soil Survey of Pinellas County.
- c. Complete three (3) Limerock Bearing Ratio (LBR) tests on near surface soil samples from Zone A to provide data for pavement design in the vicinity of the Duke Energy Crossings.

#### Bridge Structures:

##### Zone B

- d. Land Based Bents at Outfall Canal: Perform two (2) SPT borings on the order of 80 feet. These land based borings will be performed with truck-mounted drilling equipment.
- e. Water Based Bents at Outfall Canal: Perform two (2) SPT borings within the Lake Tarpon Outfall canal to depths on the order of 80 feet. The water based borings will be performed with barge-mounted drilling equipment.
- f. Obtain soil and water samples for evaluation of the environmental classification of the bridge site.
- g. Complete a full grain size analysis of a soil sample obtained from the Lake Tarpon Outfall Canal for use in estimating the D50 value of the soils near the canal bottom. The D50 value will be provided for use in determining scour elevations by the hydraulics engineer.
- h. Land based borings will be performed with truck-mounted drilling equipment.

**Mast Arm Structures – Zone A, B & C (RFP Alignment):**

- i. Perform one (1) SPT boring to a depth on the order of 25 to 30 feet below grade at each proposed mast arm location for a total of 17 SPT borings.
3. Visually classify the samples in the laboratory. Perform laboratory tests on selected representative samples to develop the soil legend for the project using the AASHTO and Unified Soil Classification System (USCS) as appropriate. The laboratory testing will likely include grain size analysis, Atterberg Limit testing, organic content testing and natural moisture content determination, Limerock Bearing Ratio tests and corrosivity testing to establish environmental classifications.
4. Collect groundwater level measurements and estimate the Seasonal High Groundwater Table (SHGWT) levels.
5. Generate Report of Core Borings (ROCB) sheets for the Bridge and Mast Arm Structures. Prepare a Boring Location Plan and Soil Profiles for the proposed SUN trail.
6. Determine the feasibility of utilizing 18 and 24 inch square concrete piles for support of the proposed bridge.
7. Evaluate foundation criteria and perform engineering analyses to develop design recommendations for 18 and 24 inch square concrete piles including bearing resistance values and anticipated pile tip elevations.
8. Provide FB-Multiplier parameters, using the results of the SPT borings performed, for use by the structural engineer in lateral stability analyses.
9. Provide design parameters required for the mast arm structure foundations on the ROCB sheets for use by the structural engineer for signal design.

Prepare a formal engineering report that summarizes the course of study pursued, the field and laboratory data generated, subsurface conditions encountered, and our engineering recommendations for the project.

**Service Fee**

Task 11 – RFP Alignment - Zones A, B & C Phase II Plans

The estimated fee includes all of the services described above related to the Phase II Plans submittal for Zones A, B & C. This will include all field work and Phase II Geotechnical Reports. The itemized fee to perform the Phase II geotechnical study is **\$63,101.12**. An itemized fee schedule is attached.

Task 14 – RFP Alignment - Zones A, B & C Final Plans

Subsequent to the Phase II plan submittal, Tierra will perform services to finalize the geotechnical report and plan sheets and respond to comments, if any. The itemized fee to perform the final level geotechnical services for Zones A, B & C is estimated at an additional **\$8,494.80**. An itemized fee schedule for final level services is attached.

We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur. The proposal is based on the assumption that no hazardous materials exist on-site that would impact our investigation.

The services provided herein do not include services for contamination assessment services or services for asbestos or heavy metal surveys.

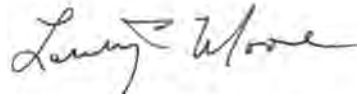
We appreciate the opportunity to offer our services to you. We look forward to working with you during the design phase. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

**TIERRA, INC.**



Michael A. Lucas, P.E.  
Geotechnical Engineer



Larry P. Moore, P.E.  
Principal Geotechnical Engineer

Attachments: Task 11 - RFP Alignment - Zones A, B & C Plans to Phase II Fee Schedule  
Task 14 - RFP Alignment - Zones A, B & C Final Phase Fee Schedule

Item Description	Unit	No. Units	Unit Price	Total
<b>Geotechnical Field Investigation</b>				
612-Geo Mobilization Drill Rig Truck Mount	Each	5	\$ 350.00	\$ 1,750.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each		\$ 700.00	\$ -
610-Geo Mobilization Drill Rig Truck Mount	Each		\$ 2,925.00	\$ -
418-Geo Drill Crew Support Vehicle	Day	10	\$ 160.00	\$ 1,600.00
609-Geo Mobilization Drill Rig Barge Mount	Each	1	\$ 7,138.00	\$ 7,138.00
405-Geo Barge (Owned)	Day		\$ 2,500.00	\$ -
618-Geo Mobilization Support Boat	Each	1	\$ 500.00	\$ 500.00
Geo Support Safety Boat	Day	2	\$ 500.00	\$ 1,000.00
619-Geo Mobilization Tri-Pod	Each		\$ 1,125.00	\$ -
419-Geo Drilling Crew 2-Person	Hour		\$ 135.00	\$ -
420-Geo Drilling Crew 3-Person	Hour		\$ 185.00	\$ -
Geo SPT Truck 0-50 Ft	LF	610	\$ 12.90	\$ 7,869.00
Geo SPT Truck 50-100 Ft	LF	60	\$ 17.00	\$ 1,020.00
Geo SPT Truck 100-150 Ft	LF		\$ 31.00	\$ -
Geo SPT Truck 150-200 Ft	LF		\$ 39.00	\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF		\$ 15.20	\$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF		\$ 18.10	\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF		\$ 32.00	\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF		\$ 42.00	\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	100	\$ 21.50	\$ 2,150.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	60	\$ 28.90	\$ 1,734.00
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF		\$ 53.00	\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF		\$ 70.00	\$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF	610	\$ 5.25	\$ 3,202.50
Geo Grout Boreholes- Truck 50-100 Ft	LF	60	\$ 7.00	\$ 420.00
Geo Grout Boreholes- Truck 100-150 Ft	LF		\$ 10.25	\$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF		\$ 14.00	\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF		\$ 6.25	\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF		\$ 8.00	\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF		\$ 13.10	\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF		\$ 18.00	\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	100	\$ 8.50	\$ 850.00
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	60	\$ 11.25	\$ 675.00
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF		\$ 17.25	\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF		\$ 25.00	\$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF	200	\$ 8.50	\$ 1,700.00
Geo Temp Casing 3" Truck 50-100 Ft	LF		\$ 10.25	\$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF		\$ 12.25	\$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF		\$ 15.00	\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF		\$ 10.30	\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF		\$ 14.00	\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF		\$ 17.50	\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF		\$ 22.00	\$ -

Item Description	Unit	No. Units	Unit Price	Total
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	80	\$ 14.50	\$ 1,160.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF		\$ 17.50	\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF		\$ 20.00	\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF		\$ 25.00	\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF		\$ 45.00	\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF		\$ 52.00	\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF		\$ 60.00	\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF		\$ 48.00	\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF		\$ 64.00	\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF		\$ 80.00	\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF		\$ 94.00	\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each		\$ 71.00	\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each		\$ 71.00	\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each		\$ 85.00	\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each		\$ 85.00	\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each		\$ 71.00	\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each		\$ 71.00	\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each		\$ 85.00	\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each		\$ 85.00	\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each		\$ 200.00	\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each		\$ 200.00	\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each		\$ 200.00	\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each		\$ 200.00	\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each		\$ 200.00	\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each		\$ 200.00	\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each		\$ 200.00	\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each		\$ 200.00	\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	350	\$ 10.50	\$ 3,675.00
402-Geo Auger Borings- Track	LF		\$ 12.00	\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each		\$ 290.00	\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	1	\$ 890.00	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF		\$ 44.00	\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF		\$ 6.25	\$ -
Piezometer Permit Cost Actual - DEP	Each		\$ 250.00	\$ -
403-Geo Backhoe (Owned)	Day		\$ 600.00	\$ -
416-Geo Dozer (Owned)	Day		\$ 800.00	\$ -
Site Clearing to Access Boring or Test Locations	Hour		\$ 210.00	\$ -
407-Geo Chainsaw (Owned)	Day		\$ 28.00	\$ -
415-Geo Double Ring Infiltration (ASTM D3385)	Each		\$ 525.00	\$ -
434-Geo Ground Penetrating Radar (GPR)	Day		\$ 2,800.00	\$ -

Item Description	Unit	No. Units	Unit Price	Total
<b>Asphalt and Concrete Pavement Coring</b>				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each		\$ 125.00	\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each		\$ 110.00	\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each		\$ 125.00	\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each		\$ 110.00	\$ -
305-Concrete Pavement Coring – 4" Dia	Each		\$ 110.00	\$ -
306-Concrete Pavement Coring – 6" Dia	Each		\$ 110.00	\$ -
603-Mobilization Asphalt Coring equipment	Each		\$ 250.00	\$ -
606-Mobilization Concrete Coring	Each		\$ 250.00	\$ -
<b>Geotechnical Soil Laboratory Testing</b>				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	25	\$ 42.00	\$ 1,050.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	8	\$ 10.00	\$ 80.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test		\$ 131.00	\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	2	\$ 67.00	\$ 134.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	2	\$ 175.00	\$ 350.00
825-Soils pH Soil or Water (FM 5-550)	Test		\$ 35.00	\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test		\$ 46.00	\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test		\$ 46.00	\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test		\$ 48.00	\$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test	4	\$ 42.00	\$ 168.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	4	\$ 130.00	\$ 520.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test		\$ 70.00	\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test		\$ 60.00	\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test		\$ 175.00	\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test		\$ 175.00	\$ -
827-Soils Proctor Modified (FM 1-T 180)	Test		\$ 115.00	\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test		\$ 111.00	\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test		\$ 138.00	\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test		\$ 138.00	\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test		\$ 580.00	\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each		\$ 50.00	\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test		\$ 250.00	\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	3	\$ 340.00	\$ 1,020.00

Item Description	Unit	No. Units	Unit Price	Total
<b>Misc Asphalt and Concrete Testing</b>				
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test		\$ 90.00	\$ -
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test		\$ 90.00	\$ -
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test		\$ 40.00	\$ -
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test		\$ 55.00	\$ -
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test		\$ 41.00	\$ -
105-Aggregate Soundness (AASHTO T 104)	Test		\$ 275.00	\$ -
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test		\$ 9.60	\$ -
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test		\$ 50.00	\$ -
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test		\$ 25.10	\$ -
201-Asphalt Content (FM 5-563)	Test		\$ 136.00	\$ -
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test		\$ 187.00	\$ -
204-Asphalt Gradation (FM 1-T 030)	Test		\$ 51.00	\$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test		\$ 270.00	\$ -
300-Concrete Beam Flexural Testing (ASTM C78)	Test		\$ 31.00	\$ -
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test		\$ 13.00	\$ -
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test		\$ 12.00	\$ -
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test		\$ 38.00	\$ -
<b>Engineering and Technical Support Services</b>				
Chief Geotechnical Engineer	Hour	8	\$ 200.61	\$ 1,604.88
Chief Scientist	Hour		\$ 156.18	\$ -
Senior Geotechnical Engineer	Hour	12	\$ 141.93	\$ 1,703.16
Geotechnical Engineer	Hour	32	\$ 121.75	\$ 3,896.00
Engineer	Hour	24	\$ 107.85	\$ 2,588.40
Engineering Intern	Hour	28	\$ 82.23	\$ 2,302.44
Senior Scientist	Hour		\$ 123.27	\$ -
Designer	Hour	24	\$ 99.42	\$ 2,386.08
Sr Engineering Technician	Hour	50	\$ 87.00	\$ 4,350.00
Geotechnical Technician	Hour	50	\$ 63.40	\$ 3,170.00
Secretary/Clerical	Hour	6	\$ 74.11	\$ 444.66
Total				\$ 63,101.12



Item Description	Unit	No. Units	Unit Price	Total
<b>Geotechnical Field Investigation</b>				
612-Geo Mobilization Drill Rig Truck Mount	Each		\$ 350.00	\$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each		\$ 700.00	\$ -
610-Geo Mobilization Drill Rig Truck Mount	Each		\$ 2,925.00	\$ -
418-Geo Drill Crew Support Vehicle	Day		\$ 160.00	\$ -
609-Geo Mobilization Drill Rig Barge Mount	Each		\$ 7,138.00	\$ -
405-Geo Barge (Owned)	Day		\$ 2,500.00	\$ -
618-Geo Mobilization Support Boat	Each		\$ 500.00	\$ -
Geo Support Safety Boat	Day		\$ 500.00	\$ -
619-Geo Mobilization Tri-Pod	Each		\$ 1,125.00	\$ -
419-Geo Drilling Crew 2-Person	Hour		\$ 135.00	\$ -
420-Geo Drilling Crew 3-Person	Hour		\$ 185.00	\$ -
Geo SPT Truck 0-50 Ft	LF		\$ 12.90	\$ -
Geo SPT Truck 50-100 Ft	LF		\$ 17.00	\$ -
Geo SPT Truck 100-150 Ft	LF		\$ 31.00	\$ -
Geo SPT Truck 150-200 Ft	LF		\$ 39.00	\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF		\$ 15.20	\$ -
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF		\$ 18.10	\$ -
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF		\$ 32.00	\$ -
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF		\$ 42.00	\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF		\$ 21.50	\$ -
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF		\$ 28.90	\$ -
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF		\$ 53.00	\$ -
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF		\$ 70.00	\$ -
Geo Grout Boreholes- Truck 0-050 Ft	LF		\$ 5.25	\$ -
Geo Grout Boreholes- Truck 50-100 Ft	LF		\$ 7.00	\$ -
Geo Grout Boreholes- Truck 100-150 Ft	LF		\$ 10.25	\$ -
Geo Grout Boreholes- Truck 150-200 Ft	LF		\$ 14.00	\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF		\$ 6.25	\$ -
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF		\$ 8.00	\$ -
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF		\$ 13.10	\$ -
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF		\$ 18.00	\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF		\$ 8.50	\$ -
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF		\$ 11.25	\$ -
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF		\$ 17.25	\$ -
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF		\$ 25.00	\$ -
Geo Temp Casing 3" Truck 0-050 Ft	LF		\$ 8.50	\$ -
Geo Temp Casing 3" Truck 50-100 Ft	LF		\$ 10.25	\$ -
Geo Temp Casing 3" Truck 100-150 Ft	LF		\$ 12.25	\$ -
Geo Temp Casing 3" Truck 150-200 Ft	LF		\$ 15.00	\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF		\$ 10.30	\$ -
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF		\$ 14.00	\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF		\$ 17.50	\$ -
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF		\$ 22.00	\$ -

Item Description	Unit	No. Units	Unit Price	Total
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF		\$ 14.50	\$ -
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF		\$ 17.50	\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF		\$ 20.00	\$ -
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF		\$ 25.00	\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF		\$ 45.00	\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF		\$ 52.00	\$ -
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF		\$ 60.00	\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF		\$ 48.00	\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF		\$ 64.00	\$ -
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF		\$ 80.00	\$ -
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF		\$ 94.00	\$ -
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each		\$ 71.00	\$ -
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each		\$ 71.00	\$ -
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each		\$ 85.00	\$ -
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each		\$ 85.00	\$ -
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each		\$ 71.00	\$ -
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each		\$ 71.00	\$ -
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each		\$ 85.00	\$ -
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each		\$ 85.00	\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each		\$ 200.00	\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each		\$ 200.00	\$ -
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each		\$ 200.00	\$ -
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each		\$ 200.00	\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each		\$ 200.00	\$ -
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each		\$ 200.00	\$ -
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each		\$ 200.00	\$ -
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each		\$ 200.00	\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF		\$ 10.50	\$ -
402-Geo Auger Borings- Track	LF		\$ 12.00	\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each		\$ 290.00	\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day		\$ 890.00	\$ -
450-Geo Piezometer 2" 000-050 Ft	LF		\$ 44.00	\$ -
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF		\$ 6.25	\$ -
Piezometer Permit Cost Actual - DEP	Each		\$ 250.00	\$ -
403-Geo Backhoe (Owned)	Day		\$ 600.00	\$ -
416-Geo Dozer (Owned)	Day		\$ 800.00	\$ -
Site Clearing to Access Boring or Test Locations	Hour		\$ 210.00	\$ -
407-Geo Chainsaw (Owned)	Day		\$ 28.00	\$ -
415-Geo Double Ring Infiltration (ASTM D3385)	Each		\$ 525.00	\$ -
434-Geo Ground Penetrating Radar (GPR)	Day		\$ 2,800.00	\$ -

Item Description	Unit	No. Units	Unit Price	Total
<b>Asphalt and Concrete Pavement Coring</b>				
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each		\$ 125.00	\$ -
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each		\$ 110.00	\$ -
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each		\$ 125.00	\$ -
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each		\$ 110.00	\$ -
305-Concrete Pavement Coring - 4" Dia	Each		\$ 110.00	\$ -
306-Concrete Pavement Coring - 6" Dia	Each		\$ 110.00	\$ -
603-Mobilization Asphalt Coring equipment	Each		\$ 250.00	\$ -
606-Mobilization Concrete Coring	Each		\$ 250.00	\$ -
<b>Geotechnical Soil Laboratory Testing</b>				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test		\$ 42.00	\$ -
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test		\$ 10.00	\$ -
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test		\$ 131.00	\$ -
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test		\$ 67.00	\$ -
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test		\$ 175.00	\$ -
825-Soils pH Soil or Water (FM 5-550)	Test		\$ 35.00	\$ -
829-Soils Resistivity Soil or Water (FM 5-551)	Test		\$ 46.00	\$ -
800-Soils Chloride Soil or Water (FM 5-552)	Test		\$ 46.00	\$ -
833-Soils Sulfate Soil or Water (FM 5-553)	Test		\$ 48.00	\$ -
819-Soils Organic Content Ignition (FM 1 T-267)	Test		\$ 42.00	\$ -
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test		\$ 130.00	\$ -
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test		\$ 70.00	\$ -
811-Soils Liquid Limit (AASHTO T 89)	Test		\$ 60.00	\$ -
823-Soils Permeability Constant Head (AASHTO T 215)	Test		\$ 175.00	\$ -
824-Soils Permeability Falling Head (FM 5-513)	Test		\$ 175.00	\$ -
827-Soils Proctor Modified (FM 1-T 180)	Test		\$ 115.00	\$ -
828-Soils Proctor Standard (AASHTO T 99)	Test		\$ 111.00	\$ -
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test		\$ 138.00	\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test		\$ 138.00	\$ -
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test		\$ 580.00	\$ -
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each		\$ 50.00	\$ -
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test		\$ 250.00	\$ -
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test		\$ 340.00	\$ -

Item Description	Unit	No. Units	Unit Price	Total
<b>Misc Asphalt and Concrete Testing</b>				
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test		\$ 90.00	\$ -
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test		\$ 90.00	\$ -
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test		\$ 40.00	\$ -
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test		\$ 55.00	\$ -
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test		\$ 41.00	\$ -
105-Aggregate Soundness (AASHTO T 104)	Test		\$ 275.00	\$ -
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test		\$ 9.60	\$ -
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test		\$ 50.00	\$ -
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test		\$ 25.10	\$ -
201-Asphalt Content (FM 5-563)	Test		\$ 136.00	\$ -
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test		\$ 187.00	\$ -
204-Asphalt Gradation (FM 1-T 030)	Test		\$ 51.00	\$ -
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test		\$ 270.00	\$ -
300-Concrete Beam Flexural Testing (ASTM C78)	Test		\$ 31.00	\$ -
301-Concrete Compressive Compressive Strength of Grout/Mortar (ASTM C 109)	Test		\$ 13.00	\$ -
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test		\$ 12.00	\$ -
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test		\$ 38.00	\$ -
<b>Engineering and Technical Support Services</b>				
Chief Geotechnical Engineer	Hour	4	\$ 200.61	\$ 802.44
Chief Scientist	Hour		\$ 156.18	\$ -
Senior Geotechnical Engineer	Hour	10	\$ 141.93	\$ 1,419.30
Geotechnical Engineer	Hour	24	\$ 121.75	\$ 2,922.00
Engineer	Hour		\$ 107.85	\$ -
Engineering Intern	Hour	16	\$ 82.23	\$ 1,315.68
Senior Scientist	Hour		\$ 123.27	\$ -
Designer	Hour	16	\$ 99.42	\$ 1,590.72
Sr Engineering Technician	Hour		\$ 87.00	\$ -
Geotechnical Technician	Hour		\$ 63.40	\$ -
Secretary/Clerical	Hour	6	\$ 74.11	\$ 444.66
Total				\$ 8,494.80



**Project Activity 7: Utilities**

Estimator

**Brent Postma**

Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2

435718-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	N/A
7.2	Identify Existing UAO(s)	LS	1	6	6	8 UAOs contact UAOs for confirmation on contacts for design and construction
7.3	Make Utility Contacts	LS	1	32	32	send project layout to project UAO's for depiction of locations, request GIS/Atlas maps or as-built of existing facilities, submit 60% plans to UAO's times three plan sets A,B,C 8 UAO's x 1 contact for as-built request + 3 submittals for 60% = 32
7.5	Preliminary Utility Meeting	LS	1	4	4	meeting with Pinellas County and UAO's to review UAO locations
7.6	Individual/Field Meetings	LS	2	4	8	meeting with Tim Munsford at Duke Transmissions office for guidance in trail placement within Dukes easement area.
7.7	Collect and Review Plans and Data from UAOs(s)	LS	1	32	32	8 UAOs during preliminary concept review and determination of trail location. Collect responses from 60% submittal - UAO's x 1 contact for as-built request + 3 submittals for 60% = 32
7.8	Subordination of Easements Coordination	LS	0	0	0	N/A
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	2	8	16	provide review of alternatives based on UAO submittal of green lines, coordination with Duke Transmission
7.11	Utility Coordination/Follow-up	LS	1	30	30	UAO follow up for three separate plans submittals
<b>7. Utilities Total</b>					<b>128</b>	

**Technical Meetings**

Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0

**Total Technical Meetings 0**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project:
County:
FPN:
FAP No.:

Consultant Name: Omni Communications
Consultant No.: enter consultants proj. number
Date: #####
Estimator: insert name

Table with columns for Staff Classification, Total Staff Hours From 'SH Summary Firm', Project Manager, Staff Classification 2 through 11, Utility Coordinator, SH By Activity, Salary Cost By Activity, and Average Rate Per Task. Rows include Project General and Project Common Tasks, Roadway Analysis, Roadway Plans, Drainage Analysis, Utilities, Environmental Permits, Compliance & Clearances, Structures - Misc. Tasks, Dwg, Non-Tech, Structures - Bridge Development Report, Structures - Temporary Bridge, Structures - Short Span Concrete Bridge, Structures - Medium Span Concrete Bridge, Structures - Structural Steel Bridge, Structures - Segmental Concrete Bridge, Structures - Movable Span, Structures - Retaining Walls, Structures - Miscellaneous, Signing & Pavement Marking Analysis, Signalization Analysis, Signalization Plans, Lighting Analysis, Lighting Plans, Landscape Architecture Analysis, Landscape Architecture Plans, Survey (Field & Office Support), Photogrammetry, Mapping, Geotechnical, Architecture Development, Noise Barriers Impact Design Assessment, Intelligent Transportation Systems Analysis, and Intelligent Transportation Systems Plans. Total Staff Hours: 211, Total Staff Cost: \$25,320.00, Average Rate Per Task: \$120.00.

Check = \$25,320.00

SALARY RELATED COSTS:
OVERHEAD: 0% \$0.00
OPERATING MARGIN: 0% \$0.00
FCCM (Facilities Capital Cost Money): 0.00% \$0.00
EXPENSES: 0.00% \$0.00
SUBTOTAL ESTIMATED FEE: \$25,320.00
Survey (Field) 0 4-man crew da S - / day \$0.00
Geotechnical Field and Lab Testing \$0.00
SUBTOTAL ESTIMATED FEE: \$25,320.00
Optional Services \$0.00
GRAND TOTAL ESTIMATED FEE: \$25,320.00

Notes:
1. This sheet to be used by Subconsultant to calculate its fee.

**Project Activity 7: Utilities**

Estimator

**Brent Postma**

Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2

435718-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.3	Make Utility Contacts	LS	1	20	20	contact for 90% phase submittal - 8 UAO's x 3 contact for 90% submittals = lump sum 20 hours
7.6	Individual/Field Meetings	LS	3	4	12	individual meetings with UAO's
7.7	Collect and Review Plans and Data from UAOs(s)	LS	1	24	24	contact for 90% phase submittal - 8 UAO's x 3 contact for 90% submittals = 24
7.9	Utility Design Meeting	LS	3	8	24	3 plan sets - calendar invite, pre meeting with PCU/EOR/Contractor, pre meeting notification, sign in sheet, meeting agenda, meeting minutes.
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	3	8	24	1 hour each x 3 plan sets
7.11	Utility Coordination/Follow-up	LS	1	40	40	UAO follow up for three plan sets
7.15	Contract Plans to UAOs(s)	LS	3	2	6	electronic submittal - 3 plans sets
7.16	Certification/Close-Out	LS	3	5	15	provide certification all conflicts have been addressed or resolved x 3 plans sets
7.17	Other Utilities	LS	1	46	46	permit reviews when UAO's are relocating = 6 hours, UAO coordination during construction = 40
<b>7. Utilities Total</b>					<b>211</b>	

**Technical Meetings**

Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0

**Total Technical Meetings 0**



ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2  
 County: Pinellas  
 FPN: 435718-1-52-01  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/7/2017  
 Estimator: insert name

Staff Classification	Hours From "SH Summary - Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$120.00			
7. Utilities	97	0	0	0	0	0	0	0	0	0	0	0	97	97	\$11,640	\$120.00
<b>Total Staff Hours</b>	97	0	0	0	0	0	0	0	0	0	0	0	97	97		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,640.00		\$11,640.00	\$120.00

Survey Field Days by Subconsultant  
 4 - Parson Crew:

- Notes:  
 1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.  
 2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS					\$11,640.00
OVERHEAD:		0%			\$0.00
OPERATING MARGIN:		0%			\$0.00
FCCM (Facilities Capital Cost Money):		0.00%			\$0.00
EXPENSES:		0.00%			\$0.00
Survey (Field - If by Prime)	0	4-man crew days @	\$	- / day	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$11,640.00</b>
Subconsultant: Enter Name Sub 1					\$0.00
Subconsultant: Sub 2					\$0.00
Subconsultant: Sub 3					\$0.00
Subconsultant: Sub 4					\$0.00
Subconsultant: Sub 5					\$0.00
Subconsultant: Sub 6					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$11,640.00</b>
Geotechnical Field and Lab Testing					\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>					<b>\$11,640.00</b>
Optional Services					\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>					<b>\$11,640.00</b>

**Project Activity 7: Utilities**

**Exhibit 5 (UC) - Phase 1 Alt Only**

Estimate

**Brent Postma**

Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2

435718-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	N/A
7.2	Identify Existing UAO(s)	LS	1	6	6	8 UAOs contact UAOs for confirmation on contacts for design and construction
7.3	Make Utility Contacts	LS	1	16	16	send project layout to project UAO's for depiction of locations, request GIS/Atlas maps or as-built of existing facilities, submit 60% plans to UAO's 8 UAO's x 1 contact for as-built request + 1 submittals for 60% = 16
7.5	Preliminary Utility Meeting	LS	1	6	6	meeting with Pinellas County and UAO's to review UAO locations
7.6	Individual/Field Meetings	LS	2	6	12	meeting with Tim Munsford at Duke Transmissions office for guidance in trail placement within Dukes easement area.
7.7	Collect and Review Plans and Data from UAOs(s)	LS	1	16	16	8 UAOs during preliminary concept review and determination of trail location. Collect responses from 60% submittal - UAO's x 1 contact for as-built request + 1 submittals for 60% = 16
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	2	8	16	provide review of alternatives based on UAO submittal of green lines, coordination with Duke Transmission
7.11	Utility Coordination/Follow-up	LS	1	25	25	UAO follow up for plans submittals
<b>7. Utilities Total</b>					<b>97</b>	

**Technical Meetings**

Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0

**Total Technical Meetings 0**

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2  
 County: Pinellas  
 FPN: 435718-1-52-01  
 FAP No.:

Consultant Name: Omni Communications  
 Consultant No.: enter consultants proj. number  
 Date: 12/7/2017  
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	Project Manager	Staff Classification 2	Staff Classification 3	Staff Classification 4	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Utility Coordinator	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	136	0	0	0	0	0	0	0	0	0	0	0	136	136	\$16,320	\$120.00
<b>Total Staff Hours</b>	136	0	0	0	0	0	0	0	0	0	0	0	136	136		
<b>Total Staff Cost</b>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$16,320.00		\$16,320.00	\$120.00

Check = \$16,320.00

Notes:  
 1. This sheet to be used by Subconsultant to calculate its fee.

SALARY RELATED COSTS:		\$16,320.00
OVERHEAD:	0%	\$0.00
OPERATING MARGIN:	0%	\$0.00
FCCM (Facilities Capital Cost Money):	0.00%	\$0.00
EXPENSES:	0.00%	\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$16,320.00</b>
Survey (Field)	0 4-man crew da 5 / day	\$0.00
Geotechnical Field and Lab Testing		\$0.00
<b>SUBTOTAL ESTIMATED FEE:</b>		<b>\$16,320.00</b>
Optional Services		\$0.00
<b>GRAND TOTAL ESTIMATED FEE:</b>		<b>\$16,320.00</b>

**Project Activity 7: Utilities**

Exhibit 5 (UC) - Phase 2 Alt Only

Estimate

**Brent Postma**

Tri County Trail from Keystone Rd. to Pasco County Line TWO no. 2

435718-1-52-01

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.3	Make Utility Contacts	LS	1	8	8	contact for 90% phase submittal - 8 UAO's x 1 contact for 90% submittals = 8
7.6	Individual/Field Meetings	LS	3	4	12	individual meetings with UAO's
7.7	Collect and Review Plans and Data from UAOs(s)	LS	1	8	8	contact for 90% phase submittal - 8 UAO's x 1 contact for 90% submittals = 8
7.9	Utility Design Meeting	LS	1	12	12	1 plan set - calendar invite, pre meeting with PCU/EOR/Contractor, pre meeting notification, sign in sheet, meeting agenda, meeting minutes.
7.10	Review Utility Markups and Work Schedules, and Processing of Schedules and Agreements	LS	1	8	8	1 hour each x 1 plan set
7.11	Utility Coordination/Follow-up	LS	1	30	30	UAO follow up for plan sets
7.15	Contract Plans to UAOs(s)	LS	1	4	4	electronic submittal - 1 plans set
7.16	Certification/Close-Out	LS	1	8	8	provide certification all conflicts have been addressed or resolved x 1 plans set
7.17	Other Utilities	LS	1	46	46	permit reviews when UAO's are relocating = 8 hours, UAO coordination during construction = 40
<b>7. Utilities Total</b>					<b>136</b>	

**Technical Meetings**

Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	0
Field Meetings	EA	0
Design Meeting	EA	0
Other Meetings	EA	0
<b>Total Technical Meetings</b>		<b>0</b>

Total PI Hours =  
Valerin + PPP

Project Activity 3: General Tasks

Exhibit 6

Estimator: Valerie Ciudad-Real

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program

PID #000967A

Representing	Print Name	Signature / Date
Pinellas County		
The Valerin Group, Inc.	Valerie Ciudad-Real, President	Revised (2) 1/8/2018

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
Task 21	Public Involvement					
21a.	Community Awareness Plan	LS	1	40	40	Prepare a Community Awareness Plan (CAP) to be updated throughout the duration of the contract/project. (Reduced Valerin from 40 hours to 35 hours / Reduced PPP from 7 hours to 5 hours - will identify special interest groups and unique stakeholders to include in CAP)
21b.	Notifications	LS	3	16	48	Preparation and maintenance of a flyer and/or notification letter to elected officials and other public officials, private property owners, and tenants at intervals during plans production as identified by the County. (3 Zones) (Valerin - 48 hours)
21c.	Prepare Mailing Lists	LS	3	20	60	Prepare a mailing list that identifies all impacted property owners and tenants (within a minimum of 300 feet of the project corridor). Also, prepare an email list including elected/appointed officials and other pertinent city/county agency personnel. Mailing and email lists are to be updated throughout the duration of the project. (Dividing into 3 zones) (Reduced Valerin from 60 hours to 54 hours / Reduced PPP from 12 hours to 6 hours)
21d.	Median Modification Letters	LS	1	0	0	N/A
21e.	Driveway Modification Letters	LS	20	2	40	Preparation of a driveway modification letter to be sent to property owners along the project, modification of the letter for each property owner receiving the letter, and a sketch of the proposed driveway modification(s) for each affected property. Valerin to prepare letters and KCA to prepare sketches. Effort includes submittal of the letters to the County for review as well as revisions. (This is an estimate for the number of driveway modification letters that will be needed.) (Valerin - 40 hours)
21f.	Newsletters	LS	0	0	0	N/A
21g.	Renderings and Fly Throughs	LS	1	0	0	N/A
21h.	PowerPoint Presentation	LS	1	54	54	Preparation of a PowerPoint presentation for use in public meetings. Includes development of slides and script with no voiceover. It also includes coordination and review of slides by the County. (One primary PowerPoint presentation, customizable for each zone as needed.) (Reduced Valerin from 54 hours to 48 and does not include voiceover / No change to PPP - remains 6 hours)
21i.	Neighborhood Information Meeting Preparations	LS	3	30	90	Tasks include identification of meeting venue(s) and preparation of meeting materials including notifications/invitations, sign-in sheets, fact sheets, agendas, name badges, newspaper and FAR advertisements, signage, comment cards/boxes, speaker request cards (if necessary), other visuals, and performing mailout. (Note: KCA is responsible for boards, etc. - those hours not included here.) (Valerin - 90 hours)
21j.	Neighborhood Information Meeting(s) Attendance/Followup	LS	3	24	72	Attendance at the public meeting and preparation of a meeting summary (Valerin) The summary includes a copy of all slides, boards, hand outs, completed sign-in sheets and completed comment forms. (Attended by one Valerin staff member and one PPP staff member.) (Valerin - 48 hours / PPP - 24 hours)
21k.	Other Local Agency Meetings	LS	5	4	20	Participation at meetings with City of Clearwater, City of Oldsmar, Forward Pinellas (BPAC), Forward Pinellas Board, Pinellas County Board of Commissioners (BOCC) (PPP - 20 hours)
21l.	Community / Special Interest Group Meetings	LS	15	2	30	Participation at community and special interest group meetings, such as HOAs, chambers, bicycle clubs/organizations, businesses, etc. (to educate on project benefits and bike-friendly certifications). (Reduced meetings from 30 to 15 meetings - PPP - 30 hours)
21m.	Web Site	LS	1	35	35	Develop and maintain a project specific website (content to include project overview, FAQs, project schedule, benefits of project, etc.). (Valerin - 30 hours / PPP - 5 hours)

Total PI Hours =  
Valerin + PPP

Exhibit 6

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.2	Joint Project Agreements	EA	0	0	0	
3.3	Specifications Package Preparation	LS	1	0	0	
3.4	Contract Maintenance and EDMS	LS	1	0	0	
3.5	Value Engineering (Multi-Discipline Team) Review	LS	1	0	0	
3.6	Prime Consultant Project Manager Meetings	LS	1	0	0	See listing below
3.7	Plans Update	LS	1	0	0	

Total PI Hours =  
Valerin + PPP

Exhibit 6

Project Activity 3: General Tasks

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.8	Post Design Services	LS	1	0	0	
3.9	Digital Delivery	LS	1	0	0	
3.10	Risk Assessment Workshop	LS	1	0	0	
3.11	Railroad, Transit, and/or Airport Coordination	LS	1	0	0	
3.12	Landscape and Existing Vegetation Coordination	LS	1	0	0	
3.13	Other Project General Tasks	LS	1	0	0	
<b>3. Project Common and Project General Tasks Total</b>					<b>544</b>	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	0	0	0	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Landscape Architecture	EA	0	0	0	
Survey	EA	0	0	0	
Photogrammetry	EA	0	0	0	
ROW & Mapping	EA	0	0	0	
Terrestrial Mobile LIDAR	EA	0	0	0	
Architecture	EA	0	0	0	
Noise Barriers	EA	0	0	0	
ITS Analysis	EA	0	0	0	
Geotechnical	EA	0	0	0	
Progress Meetings	EA	0	0	0	
Phase Reviews	EA	0	0	0	
Field Reviews	EA	0	0	0	
<b>Total Project Manager Meetings</b>		<b>0</b>		<b>0</b>	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.

# Valerin Fee Only

# Exhibit 6

**PINELLAS TRAIL LOOP NORTH SEGMENT - SHARED USE NON-MOTORIZED (SUN) TRAIL PROGRAM  
PUBLIC INVOLVEMENT SERVICES (DESIGN PHASE ONLY)  
ESTIMATED FEE FOR VALERIN (ONLY) - REVISED(2)/SUBMITTED 1/8/18**

ESTIMATOR: Valerie Ciudad-Real, President (Valerin)

Task #	Task Description	Community Outreach Specialist (\$105.80/Hr.)	Graphic   Website Designer (\$108.30/Hr.)	Est. Total Task Hours	Est. Task Fee
21a.	Community Awareness Plan	35		35	3,703.00
21b.	Notifications	48		48	5,078.40
21c.	Prepare Mailing Lists	54		54	5,713.20
21d.	Median Modification Letters	0		-	-
21e.	Driveway Modification Letters	40		40	4,232.00
21f.	Newsletters	0	0	-	-
21g.	Renderings and Fly Throughs	0		-	-
21h.	PowerPoint Presentations	10	38	48	5,173.40
21i.	Neighborhood Information Meeting Preparations	58	32	90	9,602.00
21j.	Neighborhood Information Meeting(s) Attendance/Follow-up	48		48	5,078.40
21k.	Other Local Agency Meetings	0		-	-
21l.	Community/Special Interest Group Meetings	0		-	-
21m.	Website	20	10	30	3,199.00
<b>ESTIMATED TOTAL FOR ALL TASKS (VALERIN ONLY)</b>					<b>41,779.40</b>

NOTE: FEE DOES NOT INCLUDE DIRECT EXPENSES.



# PPP Fee Only

# Exhibit 6

**PINELLAS TRAIL LOOP NORTH SEGMENT - SHARED USE NON-MOTORIZED (SUN) TRAIL PROGRAM  
 PEDAL POWER PROMOTERS PUBLIC INVOLVEMENT SERVICES (DESIGN PHASE ONLY)  
 ESTIMATED FEE - Revised 12/08/17**



ESTIMATOR: PPP

Task #	Task Description	Community Outreach Specialist (\$100.00/Hr.)	Graphic   Website Designer	Est. Total Task Hours	Est. Task Fee	Comments
21a.	Community Awareness Plan	5		5	500.00	PPP - 5 hours
21b.	Notifications			-	-	PPP - 0
21c.	Prepare Mailing Lists	6		6	600.00	PPP - 6 hours
21d.	Median Modification Letters	0		-	-	N/A
21e.	Driveway Modification Letters	0		-	-	PPP - 0
21f.	Newsletters	0		-	-	PPP - 0 hours
21g.	Renderings and Fly Throughs	0		-	-	N/A
21h.	PowerPoint Presentations	6		6	600.00	PPP - 6 hours
21i.	Neighborhood Information Meeting Preparations	0		-	-	PPP - 0
21j.	Neighborhood Information Meeting(s) Attendance/Follow-up	24		24	2,400.00	PPP - 24 hours
21k.	Other Local Agency Meetings	20		20	2,000.00	PPP - 20 hours
21l.	Community/Special Interest Group Meetings	30		30	3,000.00	PPP - 30 hours
21m.	Website	5		5	500.00	PPP - 5 hours
<b>ESTIMATED TOTAL FOR ALL TASKS</b>						<b>9,600.00</b>

# Exhibit 7

## Phase 1 Meetings

Type	No.	Hours	Total
Progress Meetings	4	4	16
Kickoff meeting	1	4	4
15% L&G	1	4	4
60% Phase Review	1	4	4
GMP Meetings	2	4	8
Other Technical Meeting	2	4	8
City of Clearwater Meeting	1	4	4
City of Oldsmar Meeting	1	4	4
Forward Pinellas Meeting	1	4	4
Forward Pinellas Board Meeting	1	4	4
Board of County Commissioners	1	4	4
Duke Energy Coordination Mtgs	2	4	8
Utility Design meetings	3	4	12
Meetings w/D7	3	4	12
<b>Total</b>	<b>24</b>		<b>96</b>

Who goes to meeting?					
PM	Roadway EOR	Drainage EOR	Structures EOR	Traffic EOR	Env
4	0	0	0	0	0
1	1	1	1	1	0
1	1	1	1	1	0
1	1	1	1	1	0
2	0	0	0	0	0
2	1	0	0	1	0
1	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	1	3	0
3	0	0	0	3	0
<b>24</b>	<b>4</b>	<b>3</b>	<b>4</b>	<b>10</b>	<b>0</b>

## Phase 2 Meetings

Type	No.	Hours	Total
Progress Meetings	4	4	16
Kickoff meeting	1	4	4
100% Phase Review	1	4	4
Other Technical Meeting	2	4	8
City of Clearwater Meeting	1	4	4
City of Oldsmar Meeting	1	4	4
Forward Pinellas Meeting	1	4	4
Forward Pinellas Board Meeting	1	4	4
Board of County Commissioners	1	4	4
Duke Energy Coordination Mtgs	2	4	8
Utility Design meetings	3	4	12
Meetings w/FDOT D7	2	4	8
<b>Total</b>	<b>20</b>		<b>80</b>

Who goes to meeting?					
PM	Roadway EOR	Drainage EOR	Structures EOR	Traffic EOR	Env
4	0	0	0	0	0
1	1	1	1	1	0
1	1	1	1	1	0
2	1	0	0	1	0
1	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
1	0	0	0	0	0
2	0	0	0	0	0
3	0	0	1	3	0
2	0	0	0	2	0
<b>20</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>8</b>	<b>0</b>

Grand total =

44      7      5      7      18      0





Exhibit 8- KCA Hours Backup

Project Activity 3: General Tasks

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
3.1	Public Involvement					<i>Hours below are for KCA Involvement Only for Public Involvement</i>
3.1.8	PowerPoint Presentation	LS	1	40	40	This task involves the preparation of a PowerPoint presentation for use in public meetings. Includes development of slides, as well as coordination and review of slides by the County. Meeting time included under appropriate meetings.  1. Neighborhood Information Meeting: One presentation per zone to be given at approx. 60% phase. 2. One Presentation to City of Clearwater: at approx. 60% phase. 3. One presentation to City of Oldsmar: at approx. 60% phase. 4. One presentation to Forward Pinellas – Pedestrian and Bicycle Advisory Committee at approx. 60% phase. 5. One presentation to Forward Pinellas Board at approx. 60% phase. 6. One presentation to The Board of County Commissioners at approx. 60% phase.  Total = Develop 1 powerpoint presentation x 40 hours for slide development.
3.1.9	Public Meeting Preparations	LS	1	48	48	See 3.1.8. Includes preparation of materials for public meetings. Activities include meeting exhibits and coordination only.  3 public meetings x 16 hrs.
3.1.10	Public Meeting Attendance/Followup	LS	1	30	30	See 3.1.8. 3 neighborhood information meetings x 5 hrs x 2 people.
<b>3.1 Public Involvement Subtotal</b>					<b>118</b>	
3.3	Specifications Package Preparation	LS	1	32	32	
3.4	Contract Maintenance and EDMS	LS	1	82	82	16 hours setup + 3 hrs/ mo x 22 mo = 82 hours
3.6	Prime Consultant Project Manager Meetings	LS	1	200	200	See listing below
3.9	Digital Delivery	LS	1	21	21	6 hours setup + 3 hours x 5 (roadway, traffic, TCP, drainage, struct)
<b>3. Project Common and Project General Tasks Total</b>					<b>453</b>	

3.6 - List of Project Manager Meetings	Units	No of Units	Hours/ Unit	Total Hours	Comments
Roadway Analysis	EA	36	4	144	
Drainage	EA	0	0	0	
Utilities	EA	0	0	0	Included with Roadway Analysis
Environmental	EA	0	0	0	
Structures	EA	0	0	0	
Signing & Pavement Marking	EA	0	0	0	
Signalization	EA	0	0	0	
Lighting	EA	0	0	0	
Progress Meetings	EA	8	4	32	
15%/60%/100% Phase Reviews	EA	0	0	0	Included with Roadway Analysis
Field Reviews	EA	4	6	24	
<b>Total Project Manager Meetings</b>		<b>48</b>		<b>200</b>	Total PM Meeting Hours carries to Task 3.6 above

Notes:

1. If the hours per meeting vary in length (hours) enter the average in the hour/unit column.
2. Do not double count agency meetings between permitting agencies.
3. Project manager meetings are calculated in each discipline sheet and brought forward to Column D, except for Photogrammetry.

Project Activity 4: Roadway Analysis

Exhibit 8- KCA Hours Backup

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	16	16	Typical Section Memo. Typical Sections anticipated: 1. One asphalt trail typical 2. Concrete Typical 3. Side Street Typical
4.3	Pavement Design Package	LS	1	16	16	Pavement Design Memo. Pavement Designs anticipated: 1. Asphalt 2. Concrete (Duke Easement)
4.5	Horizontal /Vertical Master Design Files	LS	1	657	657	RFP Alignment = 6.9 miles or 36,432'. All zones included.  All efforts required for establishing the master design files for the horizontal and vertical geometry, drainage structure features, utilities (including conflict location identification and adjustments), etc. This includes all work to create elements showing the alignment for both horizontal and vertical geometries in plan and profile portion of plan sheets. Includes efforts required to place labels and required information in accordance with the County's CADD manual in master design file. Also includes all engineering work for designing and analyzing elements required for the plan/profile geometries including horizontal/vertical alignments, intersection layouts and utilities, etc. Includes time for EOR to develop utility conflict information and review Utility Work Schedules. Used lowest end of lowest range of guidelines.  1. Use 80 hrs/mile. = 552 hours 2. Intersection Design for Enterprise, Countryside, SR 580, Curlew and Tampa Road = 12 hrs x 5 int = 60 hrs 3. Utility Conflicts Matrix = 30 hrs. 4. Utility work schedule review = 1 hr x 5 utils = 5 hrs 5. Sidestreet Profiles to meet ADA = 22 total streets. 11 streets do not meet ADA and will require a profile. 11 streets x 50' = 550'. 550/5280 x 100 = 10 hrs
4.9	Cross Section Design Files	LS	1	0	0	See Tab 36, 3D Model
4.10	Traffic Control Analysis	LS	1	60	60	Level II Traffic Analysis. Includes analysis for determining overall phase planning (concept), lane closure analysis, detours, diversions, and creating any miscellaneous traffic control sheets (general notes, minor details, typical sections, and quantities), (LS) 60 hrs.  TTCP for this project mainly concentrated at intersections of Enterprise, Countryside, SR 580, Curlew and Tampa Road.
4.11	Master TCP Design Files	LS	1	150	150	Develop master TCP files showing each phase of the Traffic Control Plan. Includes all details associated with lane configurations, temporary pavement, signing and pavement markings, temporary curb placement, work zone barriers.  Based on 50 scale drawings: 10 hours per location per phase: Enterprise = 2 phases, Countryside = 1 phase, SR 580 = 1 phase, Curlew/Countryside=2 phases, Tampa Road = 2 phases, intersections along East Lake Rd - 5 locations x 1 phase, Brooker Creek Bridge x 1 phase
4.14	Design Variations and Exceptions	LS	1	30	30	Design variation for trail width less than 12'. Front slopes of 1:2 Variation. Horizontal Clearance for 2-foot
4.15	Design Report	LS	1	40	40	Design Documentation
4.16	Quantities	LS	1	240	240	6.9 miles and 3 separate plan sets. 80 hours/set
<b>Roadway Analysis Technical Subtotal</b>					<b>1209</b>	
4.20	Field Reviews	LS	1	48	48	4 field reviews x 2 people x 6 hours = 48 hrs
4.22	Technical Meetings	LS	1	176	176	Meetings are listed below
4.23	Quality Assurance/Quality Control	LS	%	5%	60	
4.25	Supervision	LS	%	3%	36	
<b>Roadway Analysis Nontechnical Subtotal</b>					<b>320</b>	
<b>4. Roadway Analysis Total</b>					<b>1529</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Typical Section	EA	0	0	0		0
Pavement	EA	0	0	0		0
Access Management	EA	0	0	0		0
15% Line and Grade	EA	1	4	4	yes	1
Driveways	EA	0	0	0		0
Local Governments (cities, counties, MPO)	EA	9	4	36	yes	9
Work Zone Traffic Control	EA	0	0	0		0
60/100% Comment Review Meetings	EA	2	4	8	yes	2
Other Meetings	EA	24	4	96	yes	24
<b>Subtotal Technical Meetings</b>				<b>144</b>		<b>Subtotal Project Manager Meetings</b>
Progress Meetings (if required by FDOT)	EA	8	4	32	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>176</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>36</b>

Estimator:

#REF!  
#REF!

<b>Representing</b>	<b>Print Name</b>	<b>Signature / Date</b>
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
5.1	Key Sheet		Sheet	3	6	18	Each zone will have its own set of construction plans. There are 3 zones. 3 key sheets x 6 hrs = 24 hours
5.2	Summary of Pay Items Including Quantity Input		Sheet	0	0	0	N/A
5.3.1	Typical Sections		EA	3	6	18	1. Asphalt 2. Concrete 3. sidewalk typical  Will use for all zones.
5.3.2	Typical Section Details		EA	10	3	30	1. Guardrail 2. Curb 3. Wall 4. Next to MSE Wall 5. Duke Energy crossings 6. at Intersections 7. Mall parking lot 8. Recreation Park Connection 9. Handrail 10. ditch details  Will use for all zones.
5.4	General Notes/Pay Item Notes		Sheet	2	6	12	Same notes for all zones
5.5	Summary of Quantities Sheets		Sheet	0	0	0	No quantity tables will be provided in plans.
5.6	Project Layout		Sheet	7	6	42	Use 1"=500' for 7000' / sheet Or 1:33 miles /sheet. 1. Zone A = 3.4 miles = 3 sheets 2. Zone B1 = 1.8 miles = 2 sheets 3. Zone C = 1.5 miles = 2 sheets  7 sheets x 6 hrs/ sheet = 42 hrs
5.7	Plan/Profile Sheet		Sheet	67	4	268	Use 40 scale sheets at 560'/sheet. 6.9 miles or 36,432'/560' = 65 plus 2 extra sheets on end = 67 sheets. Show 22 unsignalized crossings details on plan-profile sheets. Utility Adjustments included with Plan Sheets, includes utility adjustments.
5.14	Intersection Layout Details		Sheet	5	6	30	5 intersections x 6 hrs/ sheet = 30 hrs. Show curb cuts and curb profiles at radii.
5.15	Special Details		EA	2	10	20	1. Driveway Details - 1 sheet 2. Brooker Creek approach details - 1 sheet
5.17	Roadway Soil Survey Sheet(s)		Sheet	3	1	3	1 sheet per zone.
5.18	Cross Sections		EA	420	0.25	105	XS every 100' - 36,432'/100' = 365 XS plus 50 special location XS plus 5 DW half XS = 420 XS. Effort is for annotation/labeling after 3D model cuts the XS.
5.19	Temporary Traffic Control Plan Sheets		Sheet	25	4	100	25 sheets x 4 hours/sheet
5.21	Temporary Traffic Control Detail Sheets		Sheet	36	5	180	2 traffic control notes sheet plus 3 advance signing sheet plus 1 pacing sheet + 1 marine traffic detail + 4 detour sheets + 25 sidewalk detour sheets
5.22	Utility Adjustment Sheets		Sheet	0	0	0	Utility Adjustments included with Plan Sheets.
5.25	Project Network Control Sheet(s)		Sheet	1	1	1	Will provide topographic survey in back of plans.
5.27	Utility Verification Sheet(s) (SUE Data)		Sheet	3	4	12	provide sheets in plans, 1 sheet / zone
<b>Roadway Plans Technical Subtotal</b>						<b>839</b>	
5.28	Quality Assurance/Quality Control		LS	%	5%	42	
5.29	Supervision		LS	%	3%	25	
<b>5. Roadway Plans Total</b>						<b>906</b>	

Project Activity 6a: Drainage Analysis

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6a.1	Drainage Map Hydrology	Per Map	7	10	70	6.9 miles at 5600' per sheet (400 scale) = 7 sheets
6a.2	Base Clearance Report	Per Location	7	12	84	6.9 Miles at one location for base clearance analysis per 1 miles = 7
6a.3	Pond Siting Analysis and Report	Per Basin	0	0	0	NA
6a.4	Design of Cross Drains	EA	7	16	112	4 new and 3 existing
6a.5	Design of Ditches	Per Ditch Mile	7.6	15	114	2 Ditches for 2.8 miles and one ditch for 2 miles = 4.8 miles
6a.6	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	1	40	40	1 Infield pond at S/W quadrant of CR 611 and Brooker Creek
6a.7	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6a.8	Design of Floodplain Compensation	Per Floodplain Basin	4	20	80	4 impact areas all will be compensated within the existing right-of-way
6a.9	Design of Storm Drains	EA	73	2	146	Assume two structures at 1000' interval
6a.10	Optional Culvert Material	EA	0	0	0	Use RCP only
6a.11	French Drain Systems	Per Cell	0	0	0	N/A
6a.12	Drainage Wells	EA	0	0	0	
6a.13	Drainage Design Documentation Report	LS	1	80	80	
6a.14	Bridge Hydraulic Report	EA	1	100	100	
6a.15	Temporary Drainage Analysis	LS	1	20	20	
6a.16	Cost Estimate	LS	1	16	16	
6a.17	Technical Special Provisions	LS	1	0	0	
6a.18	Other Drainage Analysis	LS	1	300	300	Assume 14 basins requiring water quantity analysis including review of existing permits, existing and proposed basin analysis, and checking the pre vs post discharge rate and ensuring no adverse impact to the up sytream and the down stream properties: 13 basins @ 20 hours per basin = 260 hours plus 40 hours for FDOT 14-86 analysis and connection permit for impacting or connecting to the storm sewer systems along Curlew Road (SR 586), and Main Street (SR 580)= 300 hours
<b>Drainage Analysis Technical Subtotal</b>					<b>1162</b>	
6a.19	Field Reviews	LS	2	12	24	2 field reviews x 2 Engineers at 6 hours each
6a.20	Technical Meetings	LS	1	148	148	Meetings are listed below
6a.21	Environmental Look-Around (ELA) Meeting	LS	1	0	0	
6a.22	Quality Assurance/Quality Control	LS	%	5%	58	
6a.23	Independent Peer Review	LS	%	0%	0	
6a.24	Supervision	LS	%	3%	35	
<b>Drainage Analysis Nontechnical Subtotal</b>					<b>265</b>	
6a.25	Coordination	LS	%	0%	0	
<b>6a. Drainage Analysis Total</b>					<b>1427</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Base Clearance Water Elevation	EA	0	0	0		0
Pond Siting	EA	0	0	0		0
Agency	EA	2	4	8		0
Local Governments (cities, counties)	EA	12	4	48		0
FDOT Drainage	EA	0	0	0		0
Other Meetings	EA	15	4	60		0
<b>Subtotal Technical Meetings</b>				<b>116</b>		<b>0</b>
Progress Meetings (if required by FDOT)	EA	8	4	32	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>148</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 6-10

Carries to Tab 3



**6b. Drainage Plans**

Estimator: \_\_\_\_\_ Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

*NOTE: Signature Block is optional, per District preference*

Task No.	Task	Scale	Units	No. of Units or Sheet	Hours/ Unit or Sheet	Total Hours	Comments
6b.1	Drainage Map (Including Interchanges)		Sheet	6	26	224	6.7 miles at 5600' per sheet (400 scale) = 7 sheets plus 1 Existing Drainage Structure data
6b.2	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	BHRS will not be provided
6b.3	Summary of Drainage Structures		Sheet	3	24	72	
6b.4	Optional Pipe/Culvert Material		Sheet	0	0	0	RCP only
6b.5	Drainage Structure Sheet(s) (Per Structure)		EA	80	2	160	
6b.6	Miscellaneous Drainage Detail Sheets		Sheet	1	30	30	
6b.7	Lateral Ditch Plan/Profile		Sheet	0	0	0	
6b.8	Lateral Ditch Cross Sections		EA	0	0	0	
6b.9	Retention/Detention Ponds Detail Sheet(s)		Sheet	1	40	40	
6b.10	Retention Pond Cross Sections		EA	6	0.5	3	
6b.11	Erosion Control Plan Sheet(s)		Sheet	55	4	212	
6b.12	SWPPP Sheet(s)		Sheet	3	6	18	
<b>Drainage Plans Technical Subtotal</b>						<b>759</b>	
6b.13	Quality Assurance/Quality Control		LS	%	5%	38	
6b.14	Supervision		LS	%	3%	23	
<b>6. Drainage Plans Total</b>						<b>820</b>	

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
<b>Environmental Permits, Compliances and Clearances</b>						
8.1	Preliminary Project Research	LS	1	16	16	Review existing documents; preliminary GIS & supporting data collection; ROW maps provided by Pinellas County
<b>Permits</b>						
8.2	Field Work					
8.2.1	Trail Alignment Alternatives (2 Alts.)	per pond site	0	0	0	Not Included
8.2.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	24	24	Establish jurisdictional limits of wetlands and surface waters; perform assessment and document existing wetland conditions
8.2.3	Species Surveys	LS	1	24	24	Reconnaissance level walk-over evaluation of potential protected species involvement for entire trail length concurrent with wetland delineation and assessment; preliminary gopher tortoise survey necessary for project planning; no formal species-specific surveys at this time. Note: gopher tortoises will require re-survey and permitting prior to construction; survey for eagle nest prior to construction
8.3	Agency Verification of Wetland Data	LS	1	16	16	Verification of wetland limits and agency coordination
8.4	<b>Complete And Submit All Required Permit Applications</b>					
8.4.1	Complete and Submit All Required Wetland Permit Applications	LS	1	200	200	Prepare three (3) permit application packages for each of three (3) project zones (A, B and C); submit Draft Application Packages to Pinellas County; revise as necessary; assume SWFWMD Individual ERP and General ERP Permit, and USACE Standard Permit and NWP (Form ENG 4345 for USACE); Zone B will require USACE Section 408 Review and approval; assumes project within Pinellas County ROW; ENV RAI responses included.
8.4.2	Complete and Submit All Required Species Permit Applications	LS	1	40	40	FWC Gopher Tortoise Permitting included.
8.5	Prepare Dredge and Fill Sketches (as needed)	LS	1	40	40	Prepare permit exhibits - modify/reformat design plans and include GIS graphics for submittal of SWFWMD ERP, USACE 404 permit and 408 approval; RAI sketches included
8.7	Prepare Water Management District Right-of-Way Occupancy Permit	LS	1	40	40	Preparation of Section 408 Package for SWFWMD, to be forwarded to the USACE in Jacksonville. Draft 408 Package to be sent to Pinellas County for review and comment; revisions included.
8.12	Other Environmental Permits	LS	1	0	0	No other additional environmental permits are anticipated at this time and are not included; Pinellas County Habitat Management and Landscape Permit NOT included at this time; Pinellas County Water & Navigation Permit NOT included at this time
<b>Environmental Clearances/Reevaluations</b>						
8.13	<b>Technical support to Department for Environmental Clearances and Reevaluations (use when consultant provides technical support only)</b>					
8.13.1	NEPA or SEIR Reevaluation	LS	1	0	0	Not included - NO preparation of any NEPA compliant documents
8.13.3	Wetland Impact Analysis	LS	1	40	40	Prepare Environmental Technical Memorandum; include wetland and surface water characterization and impact analysis; submit to Pinellas County; revise as necessary; RAI responses/UMAM revision, as required
8.13.4	Essential Fish Habitat	LS	1	4	4	Minor discussion included in Environmental Technical Memorandum; formal consultation with NMFS not anticipated or included
8.13.5	Wildlife and Habitat Impact Analysis	LS	1	8	8	Minor discussion included in Environmental Technical Memorandum; formal consultation with USFWS or NMFS not anticipated or included
8.14	<b>Preparation of Environmental Clearances and Reevaluations (use when consultant prepares all documents associated with reevaluation)</b>					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	Not included - NO preparation of any NEPA compliant documents
<b>Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal</b>					<b>452</b>	
8.17	Technical Meetings	LS	1	153	153	Meetings are listed below
8.18	Quality Assurance/Quality Control	LS	%	5%	23	
8.19	Supervision	LS	%	3%	14	
<b>Environmental Permits, Compliance and Clearances Nontechnical Subtotal</b>					<b>190</b>	
<b>8. Environmental Permits, Compliance and Clearances Total</b>					<b>642</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
SWFWMD (Operations/Land Management; and Regulatory)	EA	4	5	20	no	0
NMFS (Not included)	EA	0	0	0		0
USACE (Tampa)	EA	3	5	15	no	0
USCG (Not included)	EA	0	0	0		0
USFWS (for Eagle)	EA	1	5	5		0
FFWCC (for Gopher Tortoise Permitting)	EA	1	5	5		0
FDOT (Not included)	EA	0	0	0		0
Other Meetings/Local Agency Meetings	EA	11	4	44		0
Other Meetings (USACE 408 Consultation, Jacksonville)	EA	2	12	24	no	0
<b>Subtotal Technical Meetings</b>				<b>113</b>		<b>0</b>
<b>Subtotal Project Manager Meetings</b>						<b>0</b>
Progress Meetings (if required by Pinellas County)	EA	8	4	32	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	2	4	8	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>153</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 8-18

Carries to Tab 3

Project Activity 9: Structures Summary and Miscellaneous Tasks and Drawings

Estimator: Carlos Layrisse, PE (KCA)  
Pinellas Trail

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	Design and Production Staffhours				Comments
			No. of Units	Hours per Unit	No. of Sheets	Total	
<b>General Drawings</b>							
9.1	Key Sheet and Index of Drawings	Sheet	2	4	2	8	Assume 2 sheets.
9.2	Project Layout	Sheet	0	0	0	0	N/A
9.3	General Notes and Bid Item Notes	Sheet	2	20	2	40	Assume 2 sheets
9.4	Miscellaneous Common Details	Sheet	0	0	0	0	N/A
9.5	Incorporate Report of Core Borings	Sheet	3	0.5	3	1.5	Assume 3 boring sheets.
9.6	Existing Bridge Plans	LS	0	0		0	N/A
9.7	Assemble Plan Summary Boxes and Quantities	LS	0	0		0	N/A
9.8	Cost Estimate	LS	1	12		12	Cost estimate support towards GMP
9.9	Technical Special Provisions	LS	1	0		0	N/A
<b>Structures - Summary and Miscellaneous Tasks and Drawings Subtotal</b>					7	61.5	

Task No.	Task	Total	Task 10	Task 11	Task 12	Task 13	Task 14	Task 15	Task 16	Task 17	Task 18
10-16	Bridge 1	548	0	0	0	548	0	0	0		
10-16	Bridge 2	0									
10-16	Bridge 3	0									
10-16	Bridge 4	0									
10-16	Bridge 5	0									
10-16	Bridge 6	0									
10-16	Bridge 7	0									
10-16	Bridge 8	0									
10-16	Bridge 9	0									
10-16	Bridge 10	0									
17	Retaining Walls	110								110	
18	Miscellaneous Structures	114									114
<b>Structures Technical Subtotal</b>		772	0	0	0	548	0	0	0	110	114

Task No.	Task	Units	No. of Units	Hours per Unit	Total	Comments
9.10	Field Reviews	LS	2	6	12	2 person x 6 hours
9.11	Technical Meetings	LS	1	76	76	Meetings are listed below
9.12	Quality Assurance/Quality Control	LS	%	5%	42	This should be (5% to 10%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
9.13	Independent Peer Review	LS	1	0	0	N/A
9.14	Supervision	LS	%	3%	25	This should be (3% to 7%) x ("Structures - Summary and Miscellaneous Tasks and Drawings Subtotal, cell G21" + "Structures Technical Subtotal, cell C35")
<b>Structures Nontechnical Subtotal</b>					155	
9.15	Coordination	LS	1	0	0	N/A
<b>9. Structures - Summary and Miscellaneous Tasks and Drawings Nontechnical and Coordination Total</b>					216.5	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
BDR Coordination/Review	EA	0	0	0		0
15%/60%/100% Comment Review	EA	3	4	12		0
Aesthetics Coordination	EA	0	0	0		0
Regulatory Agency	EA	0	0	0		0
Local Governments (cities, counties)	EA	3	4	12		0
Utility Companies	EA	2	4	8		0
Other Meetings	EA	3	4	12		0
<b>Subtotal Technical Meetings</b>				44		0
Progress Meetings (if required by FDOT)	EA	8	4	32	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				76	<b>Total Project Manager Meetings (carries to Tab 3)</b>	0

Center to F.11

Center to Tab 3

Estimator: Carlos Layrisse, PE (KCA)  
 Bridge Identifier: Structures - Pinellas Trail

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
 PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Layout Design and Plans</b>							
13.1	Overall Bridge Final Geometry	LS	1	12		12	5 equal stragith spans over LTOC (no skew)
13.2	Expansion/Contraction Analysis	EA Unit	1	4		4	5 span continuous unit.
13.3	General Plan and Elevation	Sheet	1	30	1	30	Assume 1 sheets for P&E
13.4	Construction Staging	Sheet	0	0	0	0	N/A
13.5	Approach Slab Plan and Details	Sheet	2	8	2	16	Assume an approach slab for each end of the bridge. Includes custom details to minimize erosion
13.6	Miscellaneous Details	Sheet	2	8	2	16	Assume: - Drains details - Expansion joint details
<b>End Bent Design and Plans</b>							
13.7	End Bent Geometry	EA End Bent	1	8		8	Assume 1 type of end bent for begin/end bridge - End bent for FIB (piles) 4-pile end bent
13.8	Wingwall Design and Geometry	EA End Bent	1	4		4	Assume wingwall design for both end bents
13.9	End Bent Structural Design	EA Design	1	14		14	Assume 1 type of end bent: - End bent for FIB (piles)
13.10	End Bent Plan and Elevation	Sheet	2	16	2	36	Assume 1 sheet per end bent.
13.11	End Bent Details	Sheet	2	14	2	28	Assume: - 1 sheet for end bent cap sections (cap & backwall) and pedestals. - 1 sheet for wingwall
<b>Intermediate Bent Design and Plans</b>							
13.12	Bent Geometry	EA Bent	4	5		20	Assume a total of 4 intermediate bents for the bridge.
13.13	Bent Stability Analysis	EA Design	0	0		0	N/A
13.14	Bent Structural Design	EA Design	1	20		20	Assume 1 design for all intermediate bents
13.15	Bent Plan and Elevation	Sheet	1	16	1	16	Assume 1 sheet for P&E
13.16	Bent Details	Sheet	2	14	2	28	Assume 2 sheets for Details
<b>Pier Design and Plans</b>							
13.17	Pier Geometry	EA Pier	0	0		0	N/A
13.18	Pier Stability Analysis	EA Design	0	0		0	N/A
13.19	Pier Structural Design	EA Design	0	0		0	N/A
13.20	Pier Plan and Elevation	Sheet	0	0	0	0	N/A
13.21	Pier Details	Sheet	0	0	0	0	N/A
<b>Miscellaneous Substructure Design and Plans</b>							
13.22	Foundation Layout	Sheet	2	18	2	36	Assume 2 sheets for foundation layout using scale 1:20
<b>Superstructure Deck Design and Plans</b>							
13.23	Finish Grade Elevation (FGE) Calculation	LS	1	14		14	Multiple spans.
13.24	Finish Grade Elevations	Sheet	3	12	3	36	Assume 3 sheets (Plan view, Section & Tables)
13.25	Bridge Deck Design	EA Section	1	6		6	Assume 1 deck design
13.26	Bridge Deck Reinforcing and Concrete Quantities	EA Unit	2	12		24	Assume 2 different units for the FIB spans.
13.27	Diaphragm Design	EA Section	0	0		0	N/A
13.28	Superstructure Plan	Sheet	3	20	3	60	Assume 3 sheets for superstructure plan.
13.29	Superstructure Section	Sheet	1	16	1	16	Assume 1 sheet for section.
13.30	Miscellaneous Superstructure Details	Sheet	1	14	1	14	Assume 1 sheet for details.
<b>Reinforcing Bar Lists</b>							
13.3	Preparation of Reinforcing Bar List	Sheet	4	8	4	32	Assume 2 sheets for superstructure and 2 sheets for substructure
<b>Simple Span Concrete Design</b>							
13.49	Prestressed Beam	EA Design	1	10		10	Assume 1 FIB design
13.50	Prestressed Beam Schedules	Sheet	1	14	1	14	Assume 1 sheet.
13.51	Framing Plan	Sheet	0	0	0	0	N/A
<b>Beam Stability</b>							
13.52	Beam/girder stability	EA Unit	1	10		10	Assume stability for 1 type of FIB
<b>Bearing</b>							
13.53	Bearing pad and bearing plate design	Type/ Span	2	8		16	Assume 2 types of bearing plate
13.54	Bearing pad and bearing plate details	Sheet	1	8	1	8	Assume 1 sheet for bearing pad/plate
<b>Load Rating</b>							
<b>13. Structures - Medium Span Concrete Bridge Total</b>					<b>28</b>	<b>548</b>	

Estimator: Carlos Layrissa, PE (KCA)

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
<b>General Requirements</b>							
17.1	Key Sheet	Sheet	0	0	0	0	N/A
17.2	Horizontal Wall Geometry	Per Wall	0	0		0	N/A
<b>Permanent Proprietary Walls</b>							
17.3	Vertical Wall Geometry	Per Wall	2	10		20	MSE wall for switch-back to bring bridge trail to ground
17.4	Semi-Standard Drawings	Sheet	1	8	1	8	Assume 1 sheet
17.5	Wall Plan and Elevations (Control Drawings)	Sheet	2	10	2	20	Assume 2 sheets for wall P&E
17.6	Details	Sheet	1	16	1	16	Assume 1 sheet for details
<b>Temporary Proprietary Walls</b>							
17.7	Vertical Wall Geometry	Per Wall	0	0		0	N/A
17.8	Semi-Standard Drawings	Sheet	0	0	0	0	N/A
17.9	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	N/A
17.10	Details	Sheet	0	0	0	0	N/A
<b>Cast-in-Place Retaining Walls</b>							
17.11	Design	EA Design	0	0		0	N/A
17.12	Vertical Wall Geometry	EA Wall	0	0		0	N/A
17.13	General Notes	Sheet	0	0	0	0	N/A
17.14	Wall Plan and Elevations (Control Drawings)	Sheet	0	0	0	0	N/A
17.15	Sections and Details	Sheet	0	0	0	0	N/A
17.16	Reinforcing Bar List	Sheet	0	0	0	0	N/A
<b>Other Retaining Walls and Bulkheads</b>							
17.17	Design	EA Design	1	8		8	Assume 1 design for critical temporary sheet pile wall
17.18	Vertical Wall Geometry	EA Wall	1	8		8	Assume 1 wall
17.19	General Notes, Tables and Misc. Details	Sheet	1	6	1	6	Assume 1 sheet
17.20	Wall Plan and Elevations	Sheet	1	12	1	12	Assume 1 sheet
17.21	Details	Sheet	1	12	1	12	Assume 1 sheet
<b>17. Structures - Retaining Walls Total</b>						<b>7</b>	<b>110</b>

Estimator: Carlos Laytse, PE (KCA)

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District:		
Consultant Name:		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Unit	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments	
	Concrete Box Culvert							
	Strain Poles							
	Mast Arms							
16.9	Mast Arms	EA Design	17	6		102	Assume 17 standard mast arms	
16.10	Mast Arms Data Table Plan Sheets	Sheet	2	6	2	12	Assume 17 standard mast arms (2 sheets for all M.A.)	
	Overhead/Cantilever Sign Structures							
	High Mast Lighting							
	Noise Barrier Walls (Ground Mount)							
	Special Structures							
<b>18. Structures - Miscellaneous Total</b>						<b>2</b>	<b>114</b>	

**Project Activity 19: Signing and Pavement Marking Analysis**

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	6	6	Review approved preliminary engineering report, typical section package and proposed geometric design alignment. Does not include hours for analysis.
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Reference and Master Design File	LS	1	200	200	20 hrs set up + 6 major crossings x 12 hrs + 27 minor crossing x 4 hrs
19.4	Multi-Post Sign Support Calculations	EA	4	4	16	4 Advance street name signs for new signals
19.5	Sign Panel Design Analysis	EA	10	4	40	4 Advance street name signs for new signals + 6 special design signs
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	Quantities	LS	1	32	32	32 sheets
19.8	Cost Estimate	LS	1	0	0	
19.9	Technical Special Provisions	LS	1	0	0	
19.10	Other Signing and Pavement Marking	LS	1	0	0	
<b>Signing and Pavement Marking Analysis Technical Subtotal</b>					<b>294</b>	
19.11	Field Reviews	LS	1	12	12	2 field review x 1 person x 6 hours = 12 hrs
19.12	Technical Meetings	LS	1	68	68	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	15	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	3%	9	
<b>Signing and Pavement Marking Analysis Nontechnical Subtotal</b>					<b>104</b>	
19.16	Coordination	LS	%	0%	0	
<b>19. Signing and Pavement Marking Analysis Total</b>					<b>398</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
Sign Panel Design	EA	0	0	0		0
Queue Length Analysis	EA	0	0	0		0
Local Governments (cities, counties)	EA	6	4	24		0
Other Meetings	EA	3	4	12		0
<b>Subtotal Technical Meetings</b>				<b>36</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	8	4	32	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>68</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Center to 19.17

Center to Tab 1

Project Activity 20: Signing and Pavement Marking Plans

Estimator: Fathy Abdalla

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000687A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	3	5	3	15	
20.2	Summary of Pay Items Including TRNS-Port Input		LS	1	0		0	N/A
20.3	Tabulation of Quantities		Sheet	0	0	0	0	
20.4	General Notes/Pay Item Notes		Sheet	1	6	1	6	
20.5	Project Layout		Sheet	7	2	7	14	Use 1"=500' for 7000' / sheet Or 1.33 miles /sheet. 1. Zone A = 3.4 miles = 3 sheets 2. Zone B1 = 1.8 miles = 2 sheets 3. Zone C = 1.5 miles = 2 sheets  7 sheets x 2 hrs/ sheet = 14 hrs
20.6	Plan Sheet		Sheet	32	4	32	128	32 sheets covering all crossings and all special details.
20.7	Typical Details		EA	0	0		0	N/A
20.8	Guide Sign Worksheet(s)		EA	4	1		4	
20.9	Traffic Monitoring Site		EA	0	0		0	N/A
20.10	Cross Sections		EA	0	0		0	N/A
20.11	Special Service Point Details		EA	0	0		0	N/A
20.12	Special Details		LS	1	0		0	N/A
20.13	Interim Standards		LS	1	0		0	N/A
<b>Signing and Pavement Marking Plans Technical Subtotal</b>						<b>43</b>	<b>167</b>	
20.14	Quality Assurance/Quality Control		LS	%	5%		8	
20.15	Supervision		LS	%	3%		5	
<b>20. Signing and Pavement Marking Plans Total</b>						<b>43</b>	<b>180</b>	



Project Activity 21: Signalization Analysis

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
21.1	Traffic Data Collection	LS	1	123	123	am and pm peak hour traffic counts at 4 locations: 4 hrs x 24 = 96 hrs Traffic volume estimate for 27 minor crossings: 27 x 1 = 27 hrs
21.2	Traffic Data Analysis	PI	1	177	177	Traffic Analysis for 5 major locations and 27 minor crossings including synchro models for am and pm peak hours 5 * 20 + 27 * 1 = 127 hrs Developing TTM: 50 hrs
21.3	Signal Warrant Study	LS	1	90	90	Conduct SWA at 3 major crossings = 3 * 30 hrs
21.4	System Timings	LS	1	8	8	4 hrs first int. + 1 hrs x 4 Intersections = 8 hrs
21.5	Reference and Master Signalization Design File	PI	6	40	240	6 signals
21.6	Reference and Master Interconnect Communication Design File	LS	1	0	0	N/A
21.7	Overhead Street Name Sign Design	EA	30	2.5	75	at five locations
21.8	Pole Elevation Analysis	LS	1	6	6	three locations
21.9	Traffic Signal Operation Report	LS	1	40	40	
21.10	Quantities	LS	1	26	26	Assume 14 sheets (5 major crossings + 9 RRFBs) = 14 * 2hrs = 28 hrs
21.11	Cost Estimate	LS	1	0	0	
21.12	Technical Special Provisions	LS	1	0	0	N/A
21.13	Other Signalization Analysis	LS	1	0	0	N/A
<b>Signalization Analysis Technical Subtotal</b>					<b>787</b>	
21.14	Field Reviews	LS	1	12	12	2 field review x 1 person x 6 hours = 12 hrs
21.15	Technical Meetings	LS	1	76	76	Meetings are listed below
21.16	Quality Assurance/Quality Control	LS	%	5%	39	
21.17	Independent Peer Review	LS	%	0%	0	
21.18	Supervision	LS	%	3%	24	
<b>Signalization Analysis Nontechnical Subtotal</b>					<b>151</b>	
21.19	Coordination	LS	%	0%	0	
<b>21. Signalization Analysis Total</b>					<b>938</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT Traffic Operations	EA	0	0	0		0
FDOT Traffic Design	EA	5	4	20		0
Power Company (service point coordination)	EA	10	4	40		0
Maintaining Agency (cities, counties)	EA	4	4	16		0
Railroads	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
<b>Subtotal Technical Meetings</b>				<b>76</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>76</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 21.15

Carries to Tab 3

Project Activity 22: Signalization Plans

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
22.1	Key Sheet		Sheet	1	6	1	6	
22.2	Summary of Pay Items Including Designer Interface (TRNS+Port) Input		Sheet	0	0	0	0	
22.3	Tabulation of Quantities		Sheet	0	0	0	0	
22.4	General Notes/Pay Item Notes		Sheet	1	6	1	6	
22.5	Plan Sheet		Sheet	14	4	14	56	
22.6	Interconnect Plans		Sheet	0	0	0	0	N/A
22.7	Traffic Monitoring Site		EA	0	0		0	N/A
22.8	Guide Sign Worksheet		EA	24	1		24	
22.9	Special Details		Sheet	0	0	0	0	N/A
22.10	Special Service Point Details		EA	0	0		0	N/A
22.11	Mast Arm/Monotube Tabulation Sheet		PI	3	3		9	
22.12	Strain Pole Schedule		PI	0	0		0	N/A
22.13	TCP Signal (Temporary)		EA	3	8		24	
22.14	Temporary Detection Sheet		PI	0	0		0	N/A
22.15	Utility Conflict Sheet		Sheet	3	6	3	18	
22.16	Interim Standards		LS	1	0		0	N/A
<b>Signalization Plans Technical Subtotal</b>						<b>19</b>	<b>143</b>	
22.17	Quality Assurance/Quality Control		LS	%	5%		7	
22.18	Supervision		LS	%	3%		4	
<b>22. Signalization Plans Total</b>						<b>19</b>	<b>154</b>	

**Project Activity 23: Lighting Analysis**

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program

PID #000967A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
23.1	Lighting Justification Report	LS	1	0	0	N/A
23.2	Lighting Design Analysis Report	LS	1	40	40	Includes analysis and point-by-point photo metrics of typical section, poles, luminaire, wind loading, underdeck, pedestrian, rest area, sign, highmast or conventional and hardware criteria.
23.3	Aeronautical Evaluation	LS	1	0	0	N/A
23.4	Voltage Drop Calculations	LS	1	24	24	6 locations x 4 hrs
23.5	FDEP Coordination and Report	LS	1	0	0	N/A
23.6	Reference and Master Design Files	LS	1	87	87	15 hrs set up + 6 locations x 12 hrs
23.7	Temporary Lighting	LS	1	0	0	N/A
23.8	Design Documentation	LS	1	8	8	
23.9	Quantities	LS	1	12	12	6 locations
23.10	Cost Estimate	LS	1	0	0	
23.11	Technical Special Provisions	LS	1	0	0	N/A
23.12	Other Lighting Analysis	LS	1	0	0	N/A
<b>Lighting Analysis Technical Subtotal</b>					<b>171</b>	
23.13	Field Reviews	LS	1	12	12	2 field review x 1 person x 6 hours = 12 hrs
23.14	Technical Meetings	LS	1	24	24	
23.15	Quality Assurance/Quality Control	LS	%	5%	9	
23.16	Independent Peer Review	LS	%	0%	0	
23.17	Supervision	LS	%	3%	5	
<b>Lighting Analysis Nontechnical Subtotal</b>					<b>50</b>	
23.18	Coordination	LS	%	0%	0	
<b>23. Lighting Analysis Total</b>					<b>221</b>	

Technical Meetings	Units	No of Units	Hours/ Unit	Total Hours	PM Attendance at Meeting Required?	Number
FDOT Lighting Design	EA	0	0	0		0
FDOT Traffic Design	EA	0	0	0		0
Power Company (service point coordination)	EA	1	4	4		0
Maintaining Agency (cities, counties)	EA	5	4	20		0
Airport authority	EA	0	0	0		0
FDEP Lighting (coast areas)	EA	0	0	0		0
Other Meetings	EA	0	0	0		0
<b>Subtotal Technical Meetings</b>				<b>24</b>	<b>Subtotal Project Manager Meetings</b>	<b>0</b>
Progress Meetings (if required by FDOT)	EA	0	0	0	PM attendance at Progress Meetings is manually entered on General Task 3	--
Phase Review Meetings	EA	0	0	0	PM attendance at Phase Review Meetings is manually entered on General Task 3	--
<b>Total Meetings</b>				<b>24</b>	<b>Total Project Manager Meetings (carries to Tab 3)</b>	<b>0</b>

Carries to 23.14

Carries to Tab 3

24. Lighting Plans

Estimator:

Design Build - Pinellas Trail Loop North Segment - Shared Use Non-Motorized (SUN) Trail Program  
PID #000067A

Representing	Print Name	Signature / Date
FDOT District		
Consultant Name		

NOTE: Signature Block is optional, per District preference

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
24.1	Key Sheet		Sheet	1	6	1	6	
24.2	Summary of Pay Items Including Designer Interface (TRNS-Port) Input		Sheet	0	0	0	0	
24.3	Tabulation of Quantities		Sheet	0	0	0	0	
24.4	General Notes/Pay Item Notes		Sheet	1	6	1	6	
24.5	Pole Data, Legend and Criteria		Sheet	1	12	1	12	one sheet for all pole locations
24.6	Service Point Details		Sheet	0	0	0	0	N/A
24.7	Project Layout		Sheet	0	0	0	0	N/A
24.8	Plan Sheet		Sheet	6	4	6	24	
24.9	Special Details		Sheet	0	0	0	0	N/A
24.10	Temporary Lighting Data and Details		Sheet	0	0	0	0	N/A
24.11	Traffic Control Plan Sheets		Sheet	0	0	0	0	N/A
24.12	Interim Standards		LS	1	0		0	N/A
<b>Lighting Plans Technical Subtotal</b>						<b>9</b>	<b>48</b>	
24.13	Quality Assurance/Quality Control		LS	%	5%		2	
24.14	Supervision		LS	%	3%		1	
<b>24. Lighting Plans Total</b>						<b>9</b>	<b>51</b>	

Part 1 Fee Proposal - Cone and Graham, Inc.				
Pinellas Trail Loop North				
Pinellas County Contract No.167-0071-NC (SS)				
Summary				
Basic Design Services	15%	60%	90%	Total
Engineering & Preconstruction Services	Schematic	Design Dev.	Const. Docs	
Cone & Graham	\$ 21,900.60	\$ 38,359.17	\$ 39,455.49	\$ 99,715.26

Part 1 Fee Proposal - Cone and Graham, Inc.				
Pinellas Trail Loop North				
Pinellas County Contract No.167-0071-NC (SS)				
15 % Design				
Scope/Task	Project Manager	Senior Estimator	Estimating Admin	Total
Basic Design Services	Hours	Hours	Hours	
Task - 15% Cone & Graham				
1.1.1 Pinellas County Meetings	16.0	8		24
1.1.2 DB Team Meetings	20	20		40
1.1.3 Plans Review and Comments	24	24		48
Estimating		8		8
<b>Subtotal Hours</b>	60.00	60.00	-	120
<b>Rate</b>	\$ 63.00	\$ 58.67	\$ 32.00	
<b>Subtotal Direct Labor</b>	\$ 3,780.00	\$ 3,520.20	\$ -	\$ 7,300.20
<b>Subtotal Burdened Labor @</b>	3.00			\$ 21,900.60

Part 1 Fee Proposal - Cone and Graham, Inc.				
Pinellas Trail Loop North				
Pinellas County Contract No.167-0071-NC (SS)				
60% Design				
Scope/Task	Project Manager	Senior Estimator	Estimating Admin	Total
Basic Design Services	Hours	Hours	Hours	
Task - 60% Cone & Graham				
2.1.1 Pinellas County Meetings	50.0	25		75
2.1.2 DB Team Meetings	20	20		40
2.1.3 Plans Review and Comments	24	24		48
2.1.4 Subcontractor and Supplier Solicitation		24		24
2.1.5 Estimating		24		24
				0
<b>Subtotal Hours</b>	94.00	117.00	-	211
<b>Rate</b>	\$ 63.00	\$ 58.67	\$ 32.00	
<b>Subtotal Direct Labor</b>	\$ 5,922.00	\$ 6,864.39	\$ -	\$ 12,786.39
<b>Subtotal Burdened Labor @</b>	3.00			\$ 38,359.17

Part 1 Fee Proposal - Cone and Graham, Inc.				
Pinellas Trail Loop North				
Pinellas County Contract No.167-0071-NC (SS)				
90% Design				
Scope/Task	Project Manager	Senior Estimator	Estimating Admin	Total
Basic Design Services	Hours	Hours	Hours	
Task - 90% Cone & Graham				
3.1.1 Pinellas County Meetings	30	15		45
3.1.2 DB Team Meetings	16	16		32
3.1.3 Plans Review and Comments	24	24		48
3.1.4 Subcontractor and Supplier Solicitation		24		24
3.1.5 Estimating		70		70
				0
<b>Subtotal Hours</b>	70.00	149.00	-	219
<b>Rate</b>	\$ 63.00	\$ 58.67	\$ 32.00	
<b>Subtotal Direct Labor</b>	\$ 4,410.00	\$ 8,741.83	\$ -	\$ 13,151.83
<b>Subtotal Burdened Labor @</b>	3.00			\$ 39,455.49