

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

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
CROSS BAYOU CANAL FLOOD CONTROL IMPROVEMENTS**

THIS AGREEMENT, entered into on the ____ day of _____, 20____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, King Engineering Associates, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of the Cross Bayou Canal Flood Improvements Project (PID No. 002124A), hereinafter referred to as PROJECT located in Pinellas County, Florida; and

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

The Consultant selected for this project shall provide plans; acquire permits; provide a habitat assessment and wetland determination; provide a soils investigation; topographic survey; develop construction specifications, cost estimates, and provide post design consulting services during the construction. Design will include the dredging, debris removal and exotic vegetation removal of approximately 16,500 linear feet of the Cross Bayou Canal from 102nd Avenue North to 150th Avenue North; and canal embankment erosion protection and improvements. The work shall be based on the Alternative 1 recommendation from the Alternatives Analysis Cross Bayou Watershed Management Plan for Pinellas County and the Southwest Florida Water Management District by Jones Edmunds & Associates, Inc. dated November 2013. The project shall be developed and delivered to the standards and expectations of submitting to the Institute for Sustainable Infrastructure (ISI) for a Bronze recognition or greater per the ISI Envision Infrastructure Rating System. The project shall also be developed to provide limited maintenance to the improvements and ensure that adequate access is available to maintain the improvements

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with AutoCAD® Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

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

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in Exhibit A Scope of Services.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida licensed Professional Engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule as negotiated in Exhibit A Scope of Services, VII Project Schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within the time frame identified in the Scope of Services. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

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

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

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

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

**SECTION 3
SERVICES TO BE FURNISHED BY THE CONSULTANT**

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

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

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

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

3.3 CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any subconsultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.

5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.
10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

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

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

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

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

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

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

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

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

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

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS

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

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

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

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

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

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

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

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

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY as identified in the Scope of Services. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

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

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

**SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Executive Director of Public Works or designee.

6.3 CONTINGENCY SERVICES

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

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

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

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

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

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Bruce Wirth, P.E., Sr. Project Engineer, bwirth@pinellascounty.org.

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

A Lump Sum Fee of: Forty Thousand Four Hundred Fourteen and 00/100 Dollars (\$40,414.00) for the Task 1 – Project Management & Administration Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Ten Thousand Six Hundred Seventy-Four and 00/100 (\$210,674.00) for the Task 2 – Base Data Collection Phase of the PROJECT.

Sub-services of Base Data Collection:

- Base Data - Canal R/W – Parcel Tract Map: A lump sum fee of One Hundred Forty-Five Thousand Three Hundred Ninety-Eight and 00/100 (\$145,398.00).
- Base Data – Limited Field Survey: A lump sum fee of Thirty-Six Thousand Ninety-Two and 00/100 Dollars (\$36,092.00).
- Base Data – Geotechnical Services: A lump sum fee of Nineteen Thousand Three Hundred Seventy-Six and 00/100 Dollars (19,376.00).
- Base Data – Sediment Quality Pre-Evaluation: Seven Thousand Eighty-Six and 00/100 Dollars (\$7,086.00).
- Base Data – Preliminary Utilities Coordination: Two Thousand Seven Hundred Twenty-Two and 00/100 Dollars (\$2,722.00).

A Lump Sum Fee of: Thirty-Three Thousand Six Hundred Twenty-Four and 00/100 Dollars (\$33,624.00) for the Task 3 – Updated Existing Conditions H&H Model Phase of the PROJECT.

A Lump Sum Fee of: Thirty-One Thousand Seven Hundred Thirty-Eight and 00/100 (\$31,738.00) for the Task 4 – County, Agency, & Stakeholder Coordination Phase of the PROJECT.

A Lump Sum Fee of: Fifteen Thousand Forty-Four and 00/100 Dollars (\$15,044.00) for the Task 5 – Data Collection & ICPR Model Report Phase of the PROJECT.

The above fees shall constitute the total not to exceed amount of Three Hundred Sixty-One Thousand Four Hundred Ninety-Four and 00/100 Dollars (**\$331,494.00**) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows: A Not-to-Exceed Amount of: Thirty Thousand and 00/100 Dollars (**\$30,000.00**) for the Task 6 of the PROJECT.

7.3 For Phase II and Phase III Services performed, the COUNTY agrees to a Not-to-Exceed amount of Three Hundred Eighty Thousand and 00/100 Dollars (**\$380,000.00**). The scope, schedule and fee will be negotiated for these phases. Work for these phased services shall not begin without written authorization through a Notice to Proceed from the Director of Public Works or designee.

7.4 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed N/A (**\$N/A**) for all assignments performed.

7.5 Total agreement amount Seven Hundred Forty-One Thousand Four Hundred Ninety-Four and 00/100 dollars (**\$741,494.00**).

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in Exhibit A Scope of Services.

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

SECTION 11 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Public Works or designee.

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for three hundred thirty (330) consecutive calendar days from the Notice to Proceed commencement date to complete design and seven hundred thirty (730) consecutive calendar days through construction completion unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

King Engineering Associates, Inc.

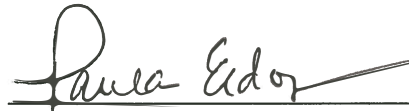
PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Thomas M. O'Connor, P.E.
Title: President Date: 3/30/2016

By: _____
Name _____ Date: _____
Chairman

ATTEST:

ATTEST:

By: 
Print Name: Paula Eldon
Title: Administrative Asst. Date: 3/30/2016

Ken Burke, Clerk of the Circuit Court
By: _____
Deputy Clerk Date: _____



APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit A

**TASK ORDER
SCOPE OF SERVICES**

**ENGINEERING CONSULTING SERVICES
Contract No.: 145-0035-NC**

**For
Cross Bayou Canal Flood Control Improvements
Phase 1 – Base Data Collection & ICPR Model Refinement**

County PID: 002124A

Prepared for:

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

Prepared by:

**King Engineering Associates, Inc.
4921 Memorial Highway, Suite 300
Tampa, FL 33634**

February 2016

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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 King Engineering Associates, Inc. (hereinafter referred to as the CONSULTANT) relative to the Cross Bayou Canal Flood Improvement Project described as follows:

I. PROJECT TITLE

Professional Engineering Services for Cross Bayou Canal (CBC) Flood Improvement Project (PID: 002124A).

II. OBJECTIVE

The COUNTY seeks to improve drainage level of service, the ability to perform routine maintenance, and where feasible, improve water quality and habitat, through improvements to the CBC. The COUNTY seeks to identify and improve this feature primarily for drainage maintenance and flood protection benefits, with water quality benefits as a secondary goal.

The overall objective of the Consultant Engineering Services is to collect data, develop plans, acquire all environmental permits, prepare specifications, cost estimates, identify existing COUNTY right-of-ways and easements, and where lacking identify necessary right-of-way or easements for future maintenance, and perform other professional engineering services as may be required for design and construction of flood control and water quality improvements within the Cross Bayou Canal from 102nd Avenue North to 150th Avenue North. Improvements shall be designed in accordance with Pinellas County Standards, Pinellas County Ordinances, and the Southwest Florida Water Management District (SWFWMD), Florida Department of Environmental Protection (FDEP), U.S. Army Corps of Engineers (USACOE) and the Federal Emergency Management Agency (FEMA) regulations as applicable. Meeting the Institute for Sustainable Infrastructure (ISI) "Bronze" level recognition or greater per the ISI Envision[®] Infrastructure Rating System is also desired.

The project is anticipated to be implemented in three phases. Phase 1- Base Data Collection & ICPR Model Refinement is the basis of this task order scope of services and focuses on preliminary data collection, watershed model existing conditions refinement, identification of existing COUNTY ownership or control (right-of-way and easements) along the CBC, determination of regulatory requirements, in concert with geotechnical data collection and selective sediment evaluation. The collected information will be used in defining the Phase 2 – Preliminary Engineering Report (PER) scope of services which will develop and assess project alternatives, including estimated costs for various Best Management Practices (BMP's). Phase 3 will encompass final design, permitting and construction documents. It's the COUNTY's desire to complete Phase 2 prior to the October 2016 deadline for SWFWMD cooperative funding application. Phases 2 and 3 will be specifically defined under separate scope of services task orders.

Finally, through the course of project development and implementation, the CONSULTANT will consider the COUNTY's identified seven (7) Project Goals and five (5) factors (listed below) in attaining an ISI Envision[®] Bronze rating or better as stated below:

COUNTY'S SEVEN (7) GOALS

- 1) Future maintenance requirements
- 2) Drainage (Flooding) improvement needs;
- 3) Water quality improvement needs;
- 4) Habitat Enhancement;
- 5) Recreational opportunities;
- 6) Transportation considerations
- 7) Climate Change considerations

COUNTY'S FIVE (5) FACTORS

- 1) Cost
- 2) Safety
- 3) Alternatives
- 4) Environmental
- 5) Long-Range Plans

III. BACKGROUND

The CBC was constructed in 1916 to provide drainage improvements for Pinellas County. The CBC watershed is located in central Pinellas County and encompasses approximately 7,697 acres. The 10.5-mile long CBC bisects the watershed and connects to both Old Tampa Bay and Boca Ciega Bay on its northeastern and southwestern ends, respectively. Canal water can flow in either direction depending upon tidal conditions, but normally water from the north and south halves do not mix. No significant improvements to the overall system have been completed over the past 30 plus years and significant debris and sediment build up has compromised the drainage function and habitat within the CBC system. Background information regarding the CBC Watershed may be reviewed at:

<http://www.pinellascounty.org/environment/watershed/watershed-cross-bayou.htm>.

A feasibility study and the development of a Watershed Management Plan (WMP) for the Cross Bayou watershed began in August 2003 with SWFWMD providing cooperative funding and technical assistance. The WMP consists of three primary elements: a watershed evaluation (collection of data and assembly of a GIS based geodatabase), watershed management model (development of a hydrologic/hydrodynamic model using the geodatabase platform to identify flood elevations and simulate system response to storm events), and an alternative analysis (consisting of a Flood Level of Service Assessment, Surface Water Resource Assessment and Best Management Practices Alternatives). The WMP has been used as a tool in the planning, regulation, and management of Cross Bayou for future development and as a basis for determining and prioritizing capital improvements. The WMP was completed in 2013 with the completion of the Alternative Analysis Cross Bayou Watershed Management Plan (AACBWMP). The Level-of-Service (LOS) analysis aspect of WMP identified road and structural deficiencies within the watershed, including 25 instances of LOS, E classifications and 15 instances of LOS, D classifications. Additionally, the 2013 Water Quality report identified sources and estimated loading of total nitrogen, total phosphorus, total suspended solids and biological oxygen demand.

Ultimately, the goals of the CBC Flood Improvement Project as identified in the WMP will serve to improve flood protection, provide the COUNTY the ability to maintain the system, reduce pollutant loading into to Old Tampa Bay and Boca Ciega Bay in accord with the goals in SWFWMD's SWIM Plan for Tampa Bay and

the Tampa Bay (National) Estuary Program's Comprehensive Conservation and Management Plan (CCMP) as well as increase functional habitat.

IV. PHASE 1 PROJECT DESCRIPTION

The project design will target the dredging, debris and exotic vegetation removal along with canal bank erosion protection for approximately 17,650 linear feet of the CBC comprising the Alternative 1 configuration as recommended in the AACBWMP. The completed project should result in limited maintenance requirements and suitable access to maintain the system, and be developed with the intent of submitting the project to the Institute for Sustainable Infrastructure (ISI) for a Bronze recognition or greater per the ISI Envision Infrastructure Rating System.

In accordance with the overall objectives of this project, Phase 1 will entail the gathering of the necessary base data, model refinement and information needed to formulate a final approach (Phases 2 & 3) to implementing Alternative 1. A Phase 2 Alternative Analysis and Preliminary Engineering Report (PER) is anticipated as Optional Services pending the findings of Phase 1, while Phase 3 services will entail the development of plans, specifications and cost estimates, acquisition of all environmental permits, as well as performing other professional engineering services that may be required in the design of the project. Additional tasks and goals that were preliminarily identified by the COUNTY for these phases included: habitat and cultural assessments, wetland jurisdictional determinations; utilities relocation and maintenance of traffic.

The professional scope of services required to deliver this initial Phase 1 of the study has been divided into a series of tasks intended to collect, assimilate and analyze key base data, permitting constraints and other relevant conditions in formulating a plan for project implementation.

Phase 1 tasks are described below.

V. PROJECT SCOPE OF WORK

PHASE I-Base Data Collection & ICPR Refinement

Task 1: Project Management

1.1 Prepare Project Management Plan (PMP)

This task includes the preparation of a draft Project Management Plan (PMP) and the Project Schedule for review by the COUNTY. Following input from the COUNTY, a Final PMP and Project Schedule will be prepared and submitted to the COUNTY.

1.2 Project Management

This task includes the management of the Project and all subcontractors work by the CONSULTANT and includes related management activities such as project planning, in-house coordination and meetings, Quality Assurance/Quality Control and various management duties associated with the Project phase, including updates to the PMP, Project schedules, verbal and written correspondences with COUNTY and other stakeholders.

1.3 Project Administration Activities

This task includes the administration of the Project and all subcontractor contracts by the CONSULTANT and includes all administrative activity associated with or related to the effective administration of the Project, preparation and delivery of submittals, all correspondences, and preparation of subconsultant/contractor contracts, invoices and progress reports to the COUNTY.

Task 2: Base Data Collection

2.1 Survey Services

COUNTY requests CONSULTANT'S assistance in compiling and assessment of COUNTY collected parcel data and various documents provided by the COUNTY, and to provide survey of the existing CBC system to facilitate updating the Hydrological and Hydraulic (H&H) modeling, parcel and right-of way assessment for alternatives analysis. This effort is a preliminary study of right-of-way (ROW) and easement data and that any calculated ROW or easements are for information purposes only and are not based on found monumentation. The following tasks are proposed:

2.1.1 Specific Purpose Survey depicting Canal Right-of-Way and a Parcel Tract Map.

The specific intent of the Specific Purpose Survey is to show the relationship of the recorded legal descriptions of parcels lying adjacent to Cross Bayou Canal to physical field located Section and Parcel corners, to show the top of bank based upon historic data and as currently exists at the time of the survey all within the limits and to the scope as described below:

Limits: Cross Bayou Canal from 102nd Ave N (South line of Section 18-30-16) to North ROW of Roosevelt Blvd comprising of Sections 4, 8, 9, 17 & 18, Township 30 South, Range 16 East and Section 33, Township 29 South, Range 16 East.

Scope:

1. Field locate the physical Section corners within the Sections stated above (39 section corners estimated). Existing corners will be checked to the current Certified Corner Records (CCRs) for reference accessories. Should the Section corner and/or its reference accessories be missing, it will be replaced and a new CCR created.
2. Field locate the physical Parcel corners which are existing and accessible (70 parcels estimated).
3. Field locate the Top of Bank of the canal at approximate 100 foot intervals. In areas of heavy tree canopy the expected accuracy of the Top of Bank location will be plus or minus 1.5 feet
4. The coordinate values and bearings shall be based on the Florida State Plane Coordinate System (West Zone) North American Datum (NAD) 1983/1990 adjustment or later adjustment.

5. Drawings size shall be 22" x 34" with text size large enough to read on a reduced size plot on 11" x 17" paper. Scale for parcel maps shall be 1"=300' with parcel detail sheets at a 1"=60'.
6. Surveyors Report notes to include bearing basis. See # 4
7. All calculations shall be based on section breakdown.
8. Calculate the outer boundaries of plats relative to the section breakdown, the lots and blocks adjacent to the canal including platted easements related to the canal. Show distances & bearings Plat (P), Calculated(C), Deed (D), Measured (M), etc.
9. Rotate each plat and deeds (acreage parcels, right-of-way, easements, etc.) to agree with section bearings from #4
10. Label plats and use arrows to depict plat limits. Labeling should include lots, blocks, easements, right-of-way, bearings and distances and other pertinent information.
11. Calculate acreage parcels based on the section breakdown. Show distances & bearings Plat (P), Calculated (C), Deed (D), Measured (M), etc.
12. Label acreage parcels by Official Record Book and Page. Labeling to include owner name, bearings and distances.
13. Review deeds to determine if additional deeds are referenced and need to be provided.
14. On the map, label any and all deed calls that reference the canal such as "___ feet to the top of bank", "___ feet along the centerline", "to the mean high water line" etc., center, etc. Text should be added to the map exactly as it appears on the deed. If a distance is given, show the distance. Show distances & bearings Plat (P), Calculated(C), Deed (D), Measured (M), etc.
15. Show section break down. Label Section corners, Section lines, 40 acre lines, bearings and distances.
16. Show alignment and points in standard alignment table and point table format: Point Number, Northing, Easting, Station, Offset and Description. Elevation is left null.
17. Show survey reference line (alignment) based on historical data from 1926-1940.
18. Label Street names and show dimensions. Show distances & bearings Plat (P), Calculated (C), Deed (D), etc.
19. Label r/w, easements, etc. from deeds. Labels to include OR/PG, DB/PG, Etc.
20. Show dimensions across width of channel, perpendicular to the baseline and label if it is calculated, per deed, per plat, varies, etc.

21. If the deed states “less and except the canal”, label this on the map
22. Label all County Owned or other Government Owned properties along the canal
23. Show Municipal boundaries. Surveyors report can indicate source of line work.
24. Show limits of Pinellas Park Drainage District canal width affidavit when possible.
25. Review and Map Deeds if applicable from FDEP title determination.
26. Review and calculate right-of-way where Cross Bayou canal intersects public roads. Review right-of-way maps such as Bryan Dairy Road (County), Roosevelt Blvd (FDOT), etc.
27. Review earliest historical aerials (circa 1926) that depict the canal. Use photo identifiable points to rectify the aerials and “digitize” the historical approximate top of bank from the earliest time available. Do this also from the T maps for 1939.
28. Deliverables to include CADD Files which adhere to Pinellas County CADD standards, one hard copy map version without aerial and one hard copy map with aerial. Also include a .pdf image that is color coded (hatched) to indicate the following rights. Some parcel rights will need discussion with County personnel before color coding can be determined. Deliverables to include one signed and sealed original of each version of the specific purpose survey.

Green: County has well defined documented rights such as a deed conveying property to the County or a plat conveying a public right-of-way or drainage easement.

Yellow: County probably has rights, but discussion is needed. For example Deed Less Out or Exception: the adjacent deeds call for “less and except the canal” but there was no deed to the County for the Canal, Other government agency has rights, such as the State claims below the MHWL, areas covered by the affidavit.

Red: No written documentation of rights has yet been found.

29. Show Land Use for all parcels along the canal. This information should be obtainable from County GIS but may need to be modified to meet the scale of the parcel tract map.
30. Create “ownership” table for all parcels along the Canal. Fields should be similar to but not limited to those fields referenced below. Surveyor should use his/her discretion and discuss options with Pinellas County Survey and Mapping Staff:
 - Unique ID number
 - Beginning Station and Offset (Or other method to identify location of parcel on the map)

- Ending Station and Offset (Or other method to identify location of parcel on the map)
- Property Appraiser Parcel ID
- Name of Fee Owner
- Ownership Deed Reference (OR Book and Page)
- Easement Reference (Plat or OR Book and Page) if applicable
- Easement Special Conditions - (i.e. Easement wording or special restrictions written in the easement)
- Plat Book and Page (if applicable)
- Comments

Table shall be in excel format and also made a part of the map of Specific Purpose Survey drawing.

31. The PINELLAS GROVES lot line geometry to be developed by proportional calculations of the particular one quarter section boundary in a configuration of the plat lot design then subtracting a fifteen foot strip for road purposes along each side of the one quarter section or the one quarter of the one quarter section boundary lines (in areas shown on the plat) to the lot boundary lines.
32. The PINELLAS FARMS lot line geometry to be developed by proportional calculations of the particular configuration of the plat lot design after subtracting a fifteen foot strip for road purposes along each side of the one quarter section or the one quarter of the one quarter section boundary lines (in areas shown on the plat) to the lot boundary lines.
33. The Specific Purpose Survey depicting Canal Right-of-Way and Parcel Tract Map will be based upon the data supplied by Pinellas County Survey and Mapping. Consultant will notify the COUNTY of any discrepancies, gaps or overlaps in research provided.

2.1.2 Limited Field Survey: (CBC Project Alternate 1 Segment from 102nd Ave to North ROW of Roosevelt Blvd.)

- 2.1.2.1 Establish survey control in anticipation of later use for acquiring topographic data. The Horizontal and Vertical Control Points (HVCP) will be set along the canal route at a frequency not to exceed 2000 feet between each HVCP in areas which are conducive to the use of GPS. The Horizontal component shall be based on the Florida State Plane Coordinate System (West Zone) North American Datum (NAD) 1983/1990 adjustment or later adjustment and the Vertical component shall be based on North American Vertical Datum 1988 adjustment (NAVD88).
- 2.1.2.2 Obtain up to ten (10) additional cross-sections, supplemented by some additional CBC profile shots at select locations (up to 5 locations to be determined) to more accurately define topographic voids, areas of the CBC not sufficiently covered (> 1,000 feet between existing cross-sections) or other noted features identified during field reconnaissance efforts to better refine the existing conditions model.

This effort is minimally necessary for the engineer of record to verify and certify that the ICPR existing conditions model is adequate for meeting final design and permitting requirements. The cross-sectional area width is generally defined as being 10 feet opposing each top of bank.

- 2.1.2.3 Perform a limited back check (\pm 25% subsample or up to 4 cross-section locations) of select elevational shots from previously surveyed cross-sections or structures obtained by JEA for the Cross Bayou Watershed Management Plan (CBWSMP) in order to assess and/or verify the accuracy of that data set and therefore reliance for design purposes by CONSULTANT.
- 2.1.2.4 Locate and elevate up to 24 geotechnical hand augers (HA) sample locations consisting of the 12 previous HA's taken between 102nd Avenue and Ulmerton Road obtained during King's CBC Maintenance Project Study, and the 12 proposed HA's to be obtained under Phase 1.

2.2 Geotechnical Services

2.2.1 In-Situ CBC Sediment Sampling & Characterization

- 2.2.1.1 Twelve (12) classification borings will be taken to a depth of 8 feet below approximate MLW (\pm -8.3 NAVD) to supplement existing sediment data obtained during King's CBC Maintenance Project Study and to cover portions of the CBC Project Alternate 1 Segment north of Ulmerton Road. Soil samples will be secured using nominal 3" O.D. hand auger equipment. It is anticipated that a combination of both discrete sediment fractions and bulk (composite) sediment samples will be taken for testing.
- 2.2.1.2 Conduct visual classification (USCS) and characterization of sediment profile including photo-documentation of soil samples.

2.2.2 Geotechnical Testing & Analysis

- 2.2.2.1 Perform grain size analysis including hydrometer (\leq #200 sieve size) testing to characterize sub-bottom sediments.
- 2.2.2.2 Perform Atterberg Limits as appropriate.
- 2.2.2.3 Determine Organic content by ignition procedure.

2.2.3 Preliminary Geotechnical Report

- 2.2.3.1 Prepare report summarizing sampling and testing methodologies, analysis and results.

2.3 Sediment Quality Pre-Evaluation

In order to adequately assess the sediments for potential enrichment of trace metals of concern, polychlorinated biphenyls (PCBs) and polycyclic aromatic hydrocarbons (PAHs) and organochlorine (pesticides) relative to developing project design alternatives, prior findings obtained from various studies including “Sediment Quality and Containment Source Assessment of Cross Bayou Canal and Joe’s Creek, Pinellas County, Florida” (Janicki 2005) will be utilized to initiate agency coordination (covered under separate task) and discuss potential sampling/testing protocols that may be needed to meet regulatory agency expectations. This initial effort is expected to include:

- 2.3.1 Review previous CBC sediment analysis reports, available literature and applicable regulatory agency regulations;
- 2.3.2 Conduct a 1-day field reconnaissance effort to evaluate/document existing CBC conditions to facilitate agency discussions and sampling design.
- 2.3.3 Limited follow-up coordination (Phone, email) with COUNTY and regulatory agencies to clarify various sediment analysis criteria and sampling protocols discussed relative to addressing future permitting requirements.

2.4 Preliminary Utilities Coordination

CONSULTANT will provide early utilities coordination for CBC segment located between Ulmerton Road and Roosevelt Boulevard to compliment similar coordination previously conducted from Ulmerton Road south to 102nd Avenue. This effort will assist in the identification of known utilities within this segment of the project corridor as well as aid early stakeholder coordination efforts conducted under Phase 1. The following subtasks are proposed:

- 2.4.1 Prepare/distribute early utilities coordination packages for comment pertaining to the CBC Project Alternate 1 Segment, north of Ulmerton Road.
- 2.4.2 Provide Excel spreadsheet summarizing utility responses, status and identification of potential utility conflict. A CD will be provided containing all correspondences and supporting materials.

Task 3.0: Update of the Existing Conditions H&H Model

3.1 Engineering Data Review and Analysis

The COUNTY will provide the CONSULTANT with the CBC watershed model converted to the most current version of ICPRv4 for the CONSULTANT's use. The CONSULTANT will assess current field conditions and compare to conditions as surveyed and modeled for the main channel per the AACBWMP. Additionally, CONSULTANT will identify portions of the COUNTY provided ICPR v4 model that may require additional or more current data.

3.1.1 Conduct field reconnaissance to assess field conditions, channel characteristics, structures etc. and compare against H&H model inputs.

3.1.2 Review the existing ICPR model (v4) input parameters and identify revisions and additional survey required for final design and permitting use.

3.1.3 Review CBC Watershed Management Plan (WMP) and ICPR model v3.1 & v4, Stormwater Master Plan, updated County Stormwater Geodatabases for pipes, structures, ditches and ponds (Permitted facilities) pollutant and sediment loading reports, Stormwater Atlases, Florida Department of Transportation (FDOT) plans etc.

3.2 Refine Existing Conditions Model

The CONSULTANT will update the existing ICPR Existing Conditions ICPRv4 Model for the CBC main channel to include new survey, permit and field condition data assessment. The approach to model refinement and the associated data storage collected and used will follow the Southwest Florida Water Management District's Watershed Management Program Guidance for Watershed Management Plan Database Maintenance and Watershed Model Updates, dated August 2002, and last modified January 2011. This document can be found at [ftp://ftp.swfwmd.state.fl.us/pub/GWIS/. WMP_Guidance_Documents/. WMP_Guidance.zip](ftp://ftp.swfwmd.state.fl.us/pub/GWIS/.WMP_Guidance_Documents/.WMP_Guidance.zip).

3.2.1 Refine and update existing ICPR Model v4 with new survey data.

3.3 Existing Conditions Model Technical Memorandum

3.3.1 CONSULTANT will prepare a Technical Memorandum summarizing findings of data collection effort and to document what model parameters, assumptions etc. have been revised and assess these findings relative to the COUNTY's LOS report. This memorandum will include graphics, photo-documentation and design/survey data as appropriate, including the identification of additional survey needs or other critical features that effect subsequent modeling/project design.

Task 4.0: County, Agency & Stakeholder Coordination

4.1 County Meetings

4.1.1 Preparation and attendance at a Phase 1 Kick-off meeting.

- 4.1.2 Preparation and attendance at one Project Team Meeting with COUNTY to develop an Agency Pre-Application Meeting strategy. This meeting will discuss COUNTY Objectives, key project conditions/constraints, roles and responsibilities, with a focus on evaluating various approaches to developing a unified strategy prior to agency coordination.
- 4.1.3 Preparation and attendance of up to three (3), 2-hour COUNTY progress/technical review meetings with CONSULTANTS's Project Management Team and as applicable, Technical Team leaders. The meeting times to be recommend by the Consultant PM. It is anticipated that this task will include technical meetings involving review/discussion of ongoing data collection efforts (e.g. survey findings, existing conditions H&H modeling updates, etc.) or results of agency or stakeholder coordination as necessary or as requested by the COUNTY.
- 4.1.4 Preparation and attendance for a 2-hour meeting with the COUNTY to review the findings of the Phase 1 data collection efforts, H&H modeling - existing conditions refinement and land ownership/access implications and options relative to project implementation. Consultant will provide a short PowerPoint on the findings of the Phase 1 effort.

4.2 Regulatory Agency Meetings

- 4.2.1 Preparation and attendance at one (1) regulatory agency coordination meeting with SWFWMD and/or FDEP
- 4.2.2 Preparation and attendance and one (1) Regulatory Agency coordination meeting with USACOE.

4.3 Stakeholder/Public Outreach Meetings

- 4.3.1 Preparation and attendance at two (2) Stakeholder/Public Outreach meetings to present the objectives of the project and obtain initial input of desired benefits of both stakeholders and the public.

Task 5.0: Base Data Collection Summary and ICPR Model Report

5.1 Base Data Collection Summary and ICPR Model Report

- 5.1.1 The CONSULTANT will prepare a draft report summarizing the Phase 1- base data collection efforts, including development of the Parcel Owner Map, collection of additional survey data and analysis in refining the existing conditions H&H model including LOS implications, results of the geotechnical and sediment analysis as applicable and Envision®, regulatory agency/stakeholder coordination findings.

The CONSULTANT will also identify additional information needs and discuss implications as it relates to development of Phase 2 services and/or other aspects of Project implementation.

- 5.1.2 The CONSULTANT will prepare a final report summarizing the Phase 1- base data collection efforts, including revisions pursuant to COUNTY comments.

Task 6.0 Optional Services

The County may authorize additional optimal services for the below tasks on an as needed basis. The Consultant will provide a detailed scope for the services and tasks and associated hours will be negotiated.

6.1 Optional-Survey Services

- 6.1.1 Obtain additional cross-sections or survey data as warranted on a case-by case basis;
- 6.1.2 Obtain additional survey data for applicable, County-owned properties contiguous to the CBC Project Alternate 1 Segment corridor.
- 6.1.3 Conduct additional research or provide as-need surveying services associated with refining the parcel tract map or ownership table.

6.2 Optional-Sediment Testing & Analysis Services

- 6.2.1 Develop and Execute Sediment Quality Sampling & Testing pursuant to COUNTY/Regulatory Agency coordination and approval.

6.3 Optional Permitting Task

- 6.3.1 Coordinate with Pinellas County Environmental Management (PCEM representatives to discuss proposed methodologies and determine the appropriate form of approval (e.g. exemption, variance or permit) if any, required for trimming/alteration of mangroves to facilitate proposed survey work or geotechnical services;
- 6.3.2 Prepare and submit a letter or application for mangrove trimming variance or permit approval along with supporting documentation as requested by PCEM.

6.4 Optional Real Estate/Right-of-Way Services

- 6.4.1 Provide specialty subconsultant, RTD Group, LLC services on a as need-basis to assess compiled survey and parcel ownership tract map, ownership table and supporting materials, attend meetings with County Real Estate, Survey and Attorneys to provide real estate/ROW expertise regarding potential strategies to achieve cost/schedule efficiencies for project implementation.

PROJECT PHASE I DELIVERABLES:

Task 1.0 Project Management

- Draft & Final Project Management Plan (PMP).
- Invoices, Monthly Progress Reports with Earned Value Analysis and Schedule tracking.
- Project correspondences and documentation.

Task 2.0 Base Data Collection

- Survey CADD files prepared in accordance with AutoCAD Civil 3D County Kit requirements.
- One (1) signed and sealed copy of Parcel Tract Map with aerial base (Includes Ownership Table) in 22"x 34" format; 1"=300 feet scale, 1"=60 feet detail sheets).
- One (1) signed and sealed copy and a pdf of Parcel Map without aerial base (Includes Ownership Table) in 22"x 34" format; 1"=300 feet scale, 1"=60 feet detail sheets).
- One (1) pdf version of Parcel Tract Map without aerial base, color coded per protocol contained in scope of services.
- One (1) pdf version of Parcel Map with aerial base, color coded per protocol contained in scope of services.
- Parcel "Ownership" Table in Excel format per scope requirements.
- Additional survey data collected within **CBC Alternative 1** design limits in conjunction with Phase 1 Services, prepared in accordance with AutoCAD Civil 3D County Kit requirements and provided in electronic format and one (1) copy of a signed and sealed Surveyor's Report.
- *Geotechnical Report*
- Preliminary Utility Coordination Results - Excel Spreadsheet summarizing responses w/CD containing back up materials and correspondences.

Task 3.0 Update of the Existing Conditions H&H Model

- *Existing Conditions Model Technical Memorandum*
- *Updated Existing Conditions Model ICPR V4*
- *GIS geodatabase*

Task 4.0 County, Agency & Stakeholder Coordination

- Meeting Agendas and miscellaneous support materials for meetings.
- Meeting Minutes.
- Stakeholder and Property Owner Coordination, letters, correspondences etc. anticipated in conjunction with Phase 1 services.

Task 5.0 Base Data Collection Summary and ICPR Existing Conditions Model Report

- *Phase 1-Base Data Collection and ICPR Existing Conditions Model Report*

Task 6.0 Optional Services

- To Be Determined (TBD)

VI. COMPENSATION

Task 1	Project Management & Administration	\$	40,414	Lump Sum
Task 2	Base Data – Canal R/W-Parcel Tract Map	\$	145,398	Lump Sum
Task 2	Base Data -Limited Field Survey	\$	36,092	Lump Sum
Task 2	Base Data - Geotechnical Services	\$	19,376	Lump Sum
Task 2	Base Data-Sediment Quality Pre- Eval.	\$	7,086	Lump Sum
Task 2	Base Data-Preliminary Utilities Coord.	\$	2,722	Lump Sum
Task 3	Update Existing Conditions H&H Model	\$	33,624	Lump Sum

Task 4	County, Agency & Stakeholder Coord.	\$	31,738	Lump Sum
Task 5	Data Collection and ICPR Model Report	\$	15,044	Lump Sum
Task 6	Optional Services	\$	30,000	NTE

Total Fee	\$	361,494
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VII. PROJECT SCHEDULE

CONSULTANT shall commence professional services upon written receipt of Notice to Proceed (NTP) from COUNTY. The estimated time necessary to complete the Phase 1-Base Data Collection and Assessment for this project is approximately 210 days after NTP. A preliminary project schedule for major tasks based on days from NTP and assuming a 30-day turnaround for the COUNTY to review deliverables is presented below. An updated schedule will be provided after the NTP has been issued and upon approval of the draft PMP.

Task	Days from NTP
Submit Project Management Plan	21
Base Data-Preliminary Utilities Coordination	45
Base Data-Geotechnical Services& Sediment Quality Pre-Eval.	75
Base Data-Limited Field Survey	75
Updated Existing Conditions H&H Model	120
Base Data-Canal R/W & Parcel Tract Map	180
Data Collection and ICPR Model Report	210

VIII. INVOICES & PROGRESS REPORTS

CONSULTANT shall submit invoices monthly pursuant to identified tasks on a percent complete basis. The CONSULTANT will provide back up of work in progress commensurate with the billed effort upon COUNTY's request. With each invoice, CONSULTANT shall submit a progress report summarizing the work completed during the invoice period.

PHASE II- ALTERNATIVE ANALYSIS, LOS BENEFITS, ISI ENVISION® AND ENVIRONMENTAL ASSESSMENTS, AGENCY/STAKEHOLDER/MEETINGS, PUBLIC OUTREACH, & PRELIMINARY ENGINEERING REPORT.

PHASE III- FINAL DESIGN & PERMITTING, CONSTRUCTION DOCUMENTS.

PHASE II AND PHASE III Services are for an amount not-to-exceed Three Hundred Eighty Thousand and 00/100 Dollars (\$380,000). Scope and Fee will be negotiated for these phases. Work for these phased services shall not begin without written authorization through a Notice to Proceed from the Director of Public Works or designee.

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

Task	Description	King Fees	Sub-Consultant Fees	Total
Task 1.0	Project Management (LS)	\$ 40,414.00	\$ -	\$ 40,414.00
Task 2.0	Survey Services-Canal R/W & Parcel Tract Map, Field Survey and Base Data Collection (LS)	\$ 188,204.00	\$ 22,470.00	\$ 210,674.00
Task 3.0	Update/Refinement of the Existing Conditions H&H Model (LS)	\$ 19,124.00	\$ 14,500.00	\$ 33,624.00
Task 4.0	County, Agency & Stakeholder Coordination & Meetings (LS)	\$ 24,298.00	\$ 7,440.00	\$ 31,738.00
Task 5.0	Data Collection and ICPR Model Report (LS)	\$ 13,304.00	\$ 1,740.00	\$ 15,044.00
Task 6.0	Optional Services (NTE)	\$ -	\$ -	\$ 30,000.00

King Fees (Tasks 1.0 - 5.0)	\$ 285,344.00
Sub Consultant Fees	\$ 46,150.00
SUBTOTAL	\$ 331,494.00
Optional Services (Task 6.0)	\$ 30,000.00
TOTAL	\$ 361,494.00
Phase II & III Fees	\$ 380,000.00
Total Contract Value	\$ 741,494.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 1.0. Project Management		Labor Hours															Budget				
		Program Manager	Sr. Project/ Survey Mgr.	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total	
Description		Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
1.1	Prepare Draft Project Management Plan		2		18												5	25	\$ 3,366.00	\$ 3,366.00	
1.2	Project Management Activities		18		173													191	\$ 29,088.00	\$ 29,088.00	
1.3	Project Administration Activities		5		30												40	75	\$ 7,960.00	\$ 7,960.00	
Total			25	0	221	0	0	0	0	0	0	0	0	0	0	0	45	291	\$ 40,414.00	\$ -	\$ 40,414.00
			\$5,800.00	\$0.00	\$31,824.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,790.00		\$ 40,414.00	\$ -	\$ 40,414.00

NOTES: Project Phase duration estimate of 150 days-22 weeks: Project Management Hrs based on Prog Mngr 1hr/wk,-PM 6.5 hrs/wk, Project Administration based on PM 6 hrs/mo. and Clerical/Admin support 2 hrs/wk for Project Management and/or Administrative activities.

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 2.0 - Base Data Collection		Labor Hours															Budget			
Description	Rate, \$/Hr	Program Manager	Sr. Project/Survey Mgr.	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total
TASK 2.1 SURVEY SERVICES																				
2.1.1 Canal Right-of-Way and Parcel Tract Map (Specific Purpose Survey)																				
Prepare Specific Purpose Survey for Canal ROW and Parcel Tract Map (Estimated 70 parcels), Includes Field Survey Support			30	8						488	358				445	40	1369	\$ 145,398.00		\$ 145,398.00
Subtotal		0	30	8	0	0	0	0	0	488	358	0	0	0	445	40	1369	\$ 145,398.00		\$ 145,398.00
2.1.2 Limited Field Survey: (CBC Project Alternate 1 Segment from 102nd Ave to North ROW of Roosevelt Blvd.)																				
2.1.2.1 Establish horizontal and vertical control points				1						4	32						37	\$ 5,004.00		\$ 5,004.00
2.1.2.1 Obtain up to ten (10) additional cross-sections				1						8	100				8		117	\$ 15,524.00		\$ 15,524.00
2.1.2.3 Perform a limited back check of select elevational shots				1						2	36				4		43	\$ 5,682.00		\$ 5,682.00
2.1.2.4 Locate and elevate up to 24 geographical hand augers sample locations				1						6	60				8	2	77	\$ 9,882.00		\$ 9,882.00
Subtotal		0	0	4	0	0	0	0	0	20	228	0	0	0	20	2	274	\$ 36,092.00		\$ 36,092.00
Grand Total		0	30	12	0	0	0	0	0	508	586	0	0	0	465	42	1643	\$ 181,490.00		\$ 181,490.00
		\$0.00	\$5,250.00	\$1,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$52,324.00	\$81,454.00	\$0.00	\$0.00	\$0.00	\$38,130.00	\$2,604.00	1643	\$ 181,490.00	-	\$ 181,490.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 2.0 - Base Data Collection		Labor Hours															Budget			
		Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total
Description	Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 2.2 GEOTECHNICAL SERVICES																				
2.2.1 In-Situ CBC Sediment Sampling & Characterization																				
2.2.1.1	Twelve (12) Classification Borings																0	\$ -	\$ 9,050.00	\$ 9,050.00
2.2.1.2	Conduct visual classification and characteristics of sediment profile																0	\$ -		\$ -
	Subtotal																0	\$ -	\$ 9,050.00	\$ 9,050.00
2.2.2 Geotechnical Testing/Analysis																				
2.2.2.1	Grain Size Analysis including hydrometer (<#200)																0	\$ -	\$ 2,800.00	\$ 2,800.00
2.2.2.2	Percent Solids, sands and fines(Atterberg limits)																0	\$ -		\$ -
2.2.2.3	Organic content																0	\$ -		\$ -
	Subtotal																0	\$ -	\$ 2,800.00	\$ 2,800.00
2.2.3 Prepare Preliminary Geotechnical Report																				
2.2.3.1	Prepare report summarizing sampling and testing methodologies, analysis and results	2		8	2											1	13	\$ 1,926.00	\$ 5,600.00	\$ 7,526.00
	Subtotal	2	0	8	2	0	0	0	0	0	0	0	0	0	0	1	13	\$ 1,926.00	\$ 5,600.00	\$ 7,526.00
TASK 2.3 SEDIMENT QUALITY EVALUATION																				
2.3.1	Data review			4	2											2	8	\$ 948.00		\$ 948.00
2.3.2	Field Reconnaissance																0	\$ -		\$ -
2.3.3	Limited Agency Coordination	1		4	2											1	8	\$ 1,118.00		\$ 1,118.00
	Subtotal	1		8	4											3	16	\$ 2,066.00	\$ -	\$ 2,066.00
Total		3	0	16	6	0	0	0	0	0	0	0	0	0	0	4	29	\$ 3,992.00	\$ 17,450.00	\$ 21,442.00
		\$696.00	\$0.00	\$2,304.00	\$744.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$248.00	\$ 3,992.00		\$ 3,992.00	

Note: Mhrs indicated here are for Kings technical input/coordination with Geotech subconsultant DESI and Janicki Environmental (JEI). Expenses Represent DESI Costs per their scope of services. JEI mhrs are detailed in separate tabbed spreadsheet.

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 2.0 - Base Data Collection		Labor Hours															Budget				
		Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total	
Description		Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 2.4 PRELIMINARY UTILITIES COORDINATION (North of Ulmerton Road)																					
2.4.1	Prepare/Distribute Early Utilities Coordination Packages				2		2								4		8	16	\$ 1,326.00	\$ 1,326.00	
2.4.2	Provide Excel Spreadsheet Summary Identifying Utility Assets & Potential Conflicts		1		2		4								0		8	15	\$ 1,396.00	\$ 1,396.00	
Total			1	0	4	0	6	0	0	0	0	0	0	0	4	0	16	31	\$ 2,722.00	\$ -	\$ 2,722.00
			\$232.00	\$0.00	\$576.00	\$0.00	\$570.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$352.00	\$0.00	\$992.00		\$ 2,722.00	\$ 2,722.00	

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

	Task 3.0 - Update of the Existing Conditions H&H Model	Rate, \$/Hr	Labor Hours														Budget				
			Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total
	Description		\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 3.1 ENGINEERING DATA REVIEW AND ANALYSIS																					
3.1.1	Conduct Limited Field Reconnaissance to verify/update current field conditions				8	16												24	\$ 3,136.00		\$ 3,136.00
3.1.2	Review Existing ICPR (v4), Identify Info needs/gaps			0	1	24												25	\$ 3,120.00		\$ 3,120.00
3.1.3	Review CBC Watershed Management Plan, Stormwater Master Plan, pollutant and sediment loading reports, Stormwater Atlases, FDOT plans, etc.				4	24												28	\$ 3,552.00		\$ 3,552.00
Total			0	0	13	64	0	0	0	0	0	0	0	0	0	0	0	77	\$ 9,808.00	\$ -	\$ 9,808.00
			\$0.00	\$0.00	\$1,872.00	\$7,936.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$ 9,808.00		\$ 9,808.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

	Task 3.0 - Update of the Existing Conditions H&H Model	Rate, \$/Hr	Labor Hours														Budget			
			Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses
	Description	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 3.2 REFINE EXISTING CONDITIONS MODEL																				
3.2.1	Refine and Update ICPR (v4) Exist.Cond.Model for Main Channel			2	32												34	\$ 4,256.00		\$ 4,256.00
TASK 3.3 EXISTING CONDITIONS MODEL TECHNICAL MEMORANDUM																				
3.3.1	Prepare Draft Technical Memorandum summarizing findings		1	8	24								4			4	41	\$ 5,060.00		\$ 5,060.00
Total			1	0	10	56	0	0	0	0	0	0	4	0	0	4	75	\$ 9,316.00	\$ -	\$ 9,316.00
			\$232.00	\$0.00	\$1,440.00	\$6,944.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$452.00	\$0.00	\$0.00	\$248.00	\$ 9,316.00		\$ 9,316.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 4.0 County, Agency and Stakeholder Coordination		Labor Hours															Budget			
		Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total
Description	Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 4.1 COUNTY MEETINGS																				
4.1.1	Phase 1 Kick Off Meeting	4		6	6					6						2	24	\$ 3,278.00		\$ 3,278.00
4.1.2	Prep & Attendance at one (1) Project Team Mtg pre-agency coordination	0		8	6											2	16	\$ 2,020.00		\$ 2,020.00
4.1.3	Prep & Attendance at three (3) Monthly Progress /Technical Review Mtgs	4		16						24						3	47	\$ 5,890.00		\$ 5,890.00
4.1.4	Prep & Attendance at one (1) 2-hr Workshop to discuss Phase 1 Findings	3		8	4					6						3	24	\$ 3,226.00		\$ 3,226.00
TASK 4.2 REGULATORY AGENCY MEETINGS																				
4.2.1	Prep & Attendance at one (1) SWFWMD/FDEP Joint Meeting			8										4		2	14	\$ 1,628.00		\$ 1,628.00
4.2.2	Prep & Attendance at one (1) USACE Meeting			8												2	10	\$ 1,276.00		\$ 1,276.00
TASK 4.3 STAKEHOLDER/PUBLIC OUTREACH MEETINGS																				
4.3.1	Prep & Attendance at two (2) Stakeholder/Public Outreach Meetings	2		12	6					12			8	16		8	64	\$ 6,980.00		\$ 6,980.00
Total		13	0	66	22	0	0	0	0	48	0	0	8	23	0	19	199	\$ 24,298.00	\$ -	\$ 24,298.00
		\$3,016.00	\$0.00	\$9,504.00	\$2,728.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,944.00	\$0.00	\$0.00	\$904.00	\$2,024.00	\$0.00	\$1,178.00		\$ 24,298.00		\$ 24,298.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 5.0 Data Collection and ICPR Model Report		Labor Hours																Budget		
		Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Subs / Expenses	Total
Description	Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 5.1 DATA COLLECTION AND ICPR MODEL REPORT																				
5.1.1	Prepare Draft Report for County Review	4		30	16					8			2	4		4	68	\$ 8,882.00		\$ 8,882.00
5.1.2	Revise and Submit Final Report Based on County Comments	2		12	8					4			2	4		4	36	\$ 4,422.00		\$ 4,422.00
Total		6	0	42	24	0	0	0	0	12	0	0	4	8	0	8	104	\$ 13,304.00		\$ 13,304.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

PID: 002124A Cross Bayou Canal Flood Control Improvements

Task 6.0 Optional Services		Labor Hours															Budget			
		Program Manager	Sr. Project/Survey Manager	Project Manager	Project Engineer	Engineer	Sr. Environmental Scientist	Environmental Scientist	Landscape Architect	Land Surveyor	Survey Crew 3-man	Field Representative	Sr. Designer	Designer	CADD Technician	Clerical	Total Hours	Labor	Suggested Allowance	Total
Description	Rate, \$/Hr	\$232.00	\$175.00	\$144.00	\$124.00	\$95.00	\$134.00	\$93.00	\$134.00	\$103.00	\$139.00	\$93.00	\$113.00	\$88.00	\$82.00	\$62.00				
TASK 6.1 OPTIONAL SURVEY SERVICES*****TO BE DETERMINED*****																				
6.1.1	Obtain additional cross sections -TBD																0	\$ -		\$ -
6.1.2	Obtain additional survey data for applicable, County-owned properties contiguous to the CBC Project Alternate 1 Segment corridor-TBD																0	\$ -		\$ -
6.1.3	Conduct Additional Research or provide as-needed surveying services associated with refining parcel tract map and ownership table																0	\$ -		\$ -
Subtotal																	0	\$ -	\$ -	\$ -
TASK 6.2 OPTIONAL SEDIMENT TESTING & ANALYSIS SERVICES*****TO BE DETERMINED*****																				
6.2.1	Develop a Agency Approved sediment sampling & testing protocol																0	\$ -		\$ -
6.2.2	Conduct Sampling and Testing Analysis																0	\$ -		\$ -
6.2.3	Prepare a Sediment Analysis Report																0	\$ -		\$ -
Subtotal																	0	\$ -	\$ -	\$ -
TASK 6.3 OPTIONAL PERMITTING SERVICES *****TO BE DETERMINED*****																				
6.3.1	Coord. With PCEM regarding potential mangrove trimming/variance permitting																0	\$ -		\$ -
6.3.2	Prepare & Submit leeter or permit package to obtain magrove trimming /variance approval																0	\$ -		\$ -
Subtotal						0											0	\$ -		\$ -
TASK 6.4 OPTIONAL REAL ESTATE/RIGHT-OF-WAY SERVICES*****TO BE DETERMINED*****																				
6.4.1	Utilize RTD Services on as-need basis as requested by County to review of compiled data, attend at meetings with County Real Estate, Survey, Attorneys and/or Public Work Shop to provide real estate/ROW expertise and technical input in PER.																0	\$ -		\$ -
Subtotal																	0	\$ -	\$ -	\$ -
TOTAL						0											0	\$ -	\$ -	\$ 30,000.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00				

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

PID: 002124A Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

EPN Group	Description	Rate, \$/Hr	Labor Hours													Budget					
			Project Engineer													Total Hours	Labor	Subs / Expenses	Total		
Task 3.0 - UPDATE OF THE EXISTING CONDITIONS H&H MODEL																					
TASK 3.1 ENGINEERING DATA REVIEW AND ANALYSIS																					
3.1.1	Conduct Limited Field Reconnaissance to verify/update current field conditions		16															16	\$ 2,320.00		\$ 2,320.00
3.1.2	Review Existing ICPR (v4), Identify Info needs/gaps		24															24	\$ 3,480.00		\$ 3,480.00
3.1.3	Review CBC Watershed Management Plan, Stormwater Master Plan, pollutant and sediment loading reports, Stormwater Atlases, FDOT plans, etc.		24															24	\$ 3,480.00		\$ 3,480.00
	Subtotal		64															64	\$ 9,280.00		\$ 9,280.00
TASK 3.2 REFINE EXISTING CONDITIONS MODEL																					
3.2.1	Refine and Update ICPR (v4) Exist.Cond.Model for Main Channel		24															24	\$ 3,480.00		\$ 3,480.00
	Subtotal		24															24	\$ 3,480.00		\$ 3,480.00
TASK 3.3 EXISTING CONDITIONSMODEL TECHNICAL MEMORANDUM																					
3.3.1	Prepare Draft Technical Memorandum summarizing findings		12															12	\$ 1,740.00		\$ 1,740.00
	Subtotal		12															12	\$ 1,740.00		\$ 1,740.00
TASK 4.0 COUNTY, AGENCY & STAKEHOLDER COORDINATION																					
4.1	COUNTY MEETINGS																				
4.1.1	Phase 1 Kick Off Meeting		6															6	\$ 870.00		\$ 870.00
4.1.2	Prep & Attendance at one (1) Project Team Mtg pre-agency coordination		4															4	\$ 580.00		\$ 580.00
4.1.3	Prep & Attendance at three (3) Monthly Progress /Technical Review Mtgs		6															6	\$ 870.00		\$ 870.00
4.1.4	Prep & Attendance at one (1) 2-hr Workshop to discuss Phase 1 Findings		0															0	\$ -		\$ -
	Subtotal		16															16	\$ 2,320.00		\$ 2,320.00
4.2	REGULATORY AGENCY MEETINGS																				
4.2.1	Prep & Attendance at one (1) SWFWMD/FDEP Joint Meeting		4															4	\$ 580.00		\$ 580.00
4.2.2	Prep & Attendance at one (1) USACE Meeting		4															4	\$ 580.00		\$ 580.00
	Subtotal		8															8	\$ 1,160.00		\$ 1,160.00
4.3	STAKEHOLDER/PUBLIC OUTREACH MEETINGS																				
4.3.1	Prep & Attendance at two (2) Stakeholder/Public Outreach Meetings		8															8	\$ 1,160.00		\$ 1,160.00
	Subtotal		8															8	\$ 1,160.00		\$ 1,160.00
TASK 5.0 DATA COLLECTION AND ICPR MODEL REPORT																					
TASK 5.1 DATA COLLECTION AN DICPR MODEL REPORT																					
5.1.1	Prepare Draft Report for County Review		8															8	\$ 1,160.00		\$ 1,160.00
5.1.2	Revise and Submit Final Report Based on County Comments		4															4	\$ 580.00		\$ 580.00
	Subtotal		12															12	\$ 1,740.00		\$ 1,740.00
Total			144	0	0	0	0	0	0	0	0	0	0	0	0	0	0	144	\$ 20,880.00		\$ 20,880.00
			\$20,880.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$ 20,880.00		\$ 20,880.00

COST BREAKDOWN SUMMARY - SCOPE OF SERVICES

Cross Bayou Canal Flood Control Improvements

Phase I- Base Data Collection ICPR Model Refinement

Janicki Environmental, Inc. (JEI)			Labor Hours					Budget		
			Principal Scientist	Senior Scientist	Scientist	Clerical	Total Hours	Labor	Subs / Expenses	Total
	Description	Rate, \$/Hr	\$175.00	\$105.00	\$85.00					
TASK 2.3 SEDIMENT QUALITY EVALUATION										
2.3.1	Data review		4		16		20	\$ 2,060.00		\$ 2,060.00
2.3.2	Field Reconnaissance		6		6		12	\$ 1,560.00		\$ 1,560.00
2.3.3	Limited Agency Coordination & Follow Up		8				8	\$ 1,400.00		\$ 1,400.00
										\$ -
	Subtotal		18		22		40	\$ 5,020.00		\$ 5,020.00
TASK 4.1 COUNTY MEETINGS										
4.1.1	Phase 1 Kick Off Meeting		4				4	\$ 700.00		\$ 700.00
4.1.2	Prep & Attendance at one (1) Project Team Mtg pre-agency coordination		4				4	\$ 700.00		\$ 700.00
4.1.4	Prep & Attendance at one (1) 2-hr Workshop to discuss Phase 1 Findings		4				4	\$ 700.00		\$ 700.00
	Subtotal		12				12	\$ 2,100.00		\$ 2,100.00
4.2 REGULATORY AGENCY MEETINGS										
4.2.1	Prep & Attendance at one (1) SWFWMD/FDEP Joint Meeting		4				4	\$ 700.00		\$ 700.00
4.2.2	Prep & Attendance at one (1) USACE Meeting						0	\$ -		\$ -
	Subtotal		4				4	\$ 700.00		\$ 700.00
	Total		34	0	22	0	56	\$ 7,820.00	\$ -	\$ 7,820.00
			\$5,950.00	\$0.00	\$1,870.00	\$0.00		\$7,820.00		\$ 7,820.00

EXHIBIT B
Cross Bayou Canal Flood Control Improvements
PN#145-0035-NC(SS)
Consultant Schedule of Rates

Consultant - King Engineering Associates, Inc. (King)	
Classification	Hourly Rate
Program Manager	\$ 232.00
Sr. Project/Survey Manager	\$ 175.00
Project Manager	\$ 144.00
Project Engineer	\$ 124.00
Engineer	\$ 95.00
Sr. Environmental Scientist	\$ 134.00
Environmental Scientist	\$ 93.00
Landscape Architect	\$ 134.00
Land Surveyor	\$ 103.00
Survey Crew - 3 Man	\$ 139.00
Field Representative	\$ 93.00
Sr. Designer	\$ 113.00
Designer	\$ 88.00
CADD Technician	\$ 82.00
Clerical	\$ 62.00

Subconsultant - Driggers Engineering Services, Inc.	
Classification	Hourly Rate
Principal Engineer (P.E.)	\$ 175.00
Senior Engineer (P.E.)	\$ 150.00
Laboratory Manager	\$ 100.00
CADD Operator	\$ 70.00
Drilling Department Manager	\$ 100.00
Clerical	\$ 65.00

Subconsultant - Archaeological Consultant, Inc.	
Classification	Hourly Rate
Project Manager	\$ 202.65
Principal Investigator	\$ 202.65
Architectural Historian	\$ 79.80
Project Archaeologist	\$ 88.00
GIS/Design Technician	\$ 79.05
Technician	\$ 50.85
Clerical	\$ 61.85

Subconsultant - EPN	
Classification	Hourly Rate
Principal/Sr. Project Engineer	\$ 145.00

EXHIBIT B
Cross Bayou Canal Flood Control Improvements
PN#145-0035-NC(SS)
Consultant Schedule of Rates

Subconsultant - RTD	
Classification	Hourly Rate
Chief Engineer	\$ 185.19
Appraisers	\$ 112.68
Acquisition Agent	\$ 108.34
Chief Planner	\$ 185.19
Clerical	\$ 56.34

Subconsultant - BC&G	
Classification	Hourly Rate
Principal	\$ 228.00
Project/Program Manager	\$ 214.00
Deputy Project/Program Manager	\$ 190.00
Sr. Registered Professional Engineer	\$ 166.00
Registered Professional Engineer	\$ 143.00
Graduate Engineer - EI	\$ 110.00
Technician I/CADD Designer	\$ 95.00
Technician II/CAD Technician	\$ 85.00
Administrative Assistant	\$ 65.00
Construction Manager	\$ 140.00
Resident Project Representative	\$ 95.00

Subconsultant - G&H	
Classification	Hourly Rate
Senior Engineer	\$ 180.00
Project Engineer	\$ 145.00
Senior Architect	\$ 172.00

Subconsultant - Janicki Environmental	
Classification	Hourly Rate
Principal Scientist	\$ 175.00
Senior Scientist	\$ 105.00
Scientist	\$ 85.00

SECTION C—LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. INSURANCE:

- a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer 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 3.(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 RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners 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 Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer 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 when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer 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.*

SECTION C—LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

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

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 Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C 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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

SECTION C—LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- i) 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 including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

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

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

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) 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", Proposer 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

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