

AGREEMENT

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Highland Lakes Force main Replacement - Professional Engineering Services

RFP CONTRACT NO. 25-0210-RFQ-CCNA

COUNTY PID NO. 003761A

CONTINUING FIRM: CHA Consulting, Inc.

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SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR UTILITIES DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** 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 CHA Consulting, Inc., with offices in Tampa, FL, 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 Highland Lakes Force main Replacement Pinellas County, Florida

WHEREAS, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

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

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

AGREEMENT**SECTION 2 - SCOPE OF PROJECT****1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

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

Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements.

Required Deliverables

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

2. 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.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, 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 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 herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All

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specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. 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.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or

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iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT**1. SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

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

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.

2. If the advertisement for bids has not commenced within 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. 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. 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 sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information.
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 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.

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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 3 month, 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 1 set of signed and sealed prints and 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 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 projects 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.

4. PROVISIONS RELATED TO ALL PHASES

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.
2. The Consultant will coordinate work designed by various disciplines.
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. 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

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- 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.
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.
 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.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 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.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 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.

5. PERMIT APPLICATIONS AND APPROVALS

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.
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. 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.

6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

7. WORK RELATED TO PROJECT CHANGE ORDERS

The Consultant will perform all work required in connection with County project change orders in a timely manner in accordance with the time frames set out in this section. This work may include services in connection with both the development of potential change orders to the project, as well as consideration of submissions by a County contractor, including review of contractor price quote packages for County requested change orders. Change order related services may include, but are not limited to, response to new design requirements or changes in regulatory requirements or field conditions, review of documentation to identify ambiguities, requesting missing or needed information, evaluation of overall impacts to the project, and making recommendations regarding the reasonableness and appropriateness of schedules and costs.

For design work, or other services as assigned, needed in preparation of a potential County change order, Consultant must prepare all documents and materials in sufficient detail and in such a manner that they can be efficiently

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reviewed by County's contractor for the preparation of a detailed price quote, and so that the contractor's price quote can be expeditiously evaluated for conformance with all stated requirements.

When the County is in receipt of a price quote from a Contractor for a County requested change order, the Consultant must fully review all submitted materials and provide a response in writing recommending acceptance or rejection within 7 calendar days. If the Consultant recommends rejection of the contractor's submittal, the Consultant must provide a detailed written response identifying the specific deficiencies and needed corrections.

All deliverables for work related to change orders must be submitted to the County within 7 calendar days, except that work required in response to a price quote received from a County contractor for a County requested change order must be completed within 5 business days. The County may request an earlier deadline for specific submittals depending on the circumstances, in which case Consultant must use its best efforts to submit deliverables in the time frames requested.

At the County's request, Consultant may be required to apportion proposed change order designs into phased or segmented groups to ensure each proposal can be administratively processed in accordance with County requirements.

In the event Consultant fails to fully comply with the requirements of this section, the Consultant will be liable to the County for damages or expenses resulting from a change order becoming deemed approved by operation of statute.

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

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. Reproducibles 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:

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.
2. The Consultant shall make presentations to the County's Director of Utilities 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.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
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. 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**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.

AGREEMENT**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 Director of the Utilities, or designee.

3. CONTINGENCY SERVICES

When authorized in writing by the County's Director of Utilities 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.

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.

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, William Pete.

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

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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

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of 74,890.00 for the Task 1 - Project Management Phase of the project. A

Lump Sum Fee of \$581,166.00 for the Task 2 - Data Collection Phase of the project.

A Lump Sum Fee of \$228,652.00 for the Task 3 - Detailed Design Phase of the project.

A Lump Sum Fee of \$43,581.00 for the Task 4 - Permitting Phase of the project.

A Lump Sum Fee of \$21,611.00 for the Task 5 - Bidding Services Phase of the project

A Lump Sum Fee of \$207,969.00 for the Task 6 - Construction Services Phase of the project A

Lump Sum Fee of \$74,570.00 for the Task 7 - Public Outreach Services Phase of the project

The above fees shall constitute the total not to exceed amount of \$1,232,439.00 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 the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the Owner Allowance (5%) provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$0.00.

3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed \$124,000.00 for all assignments performed.
4. Total agreement not-to-exceed amount \$1,356,439.00.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

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

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
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 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.

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2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
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 consultant's 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 subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Utilities or designee.

SECTION 12 - RESOLUTION OF DISAGREEMENTS

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.
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

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
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, subconsultant 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.
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 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
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.

AGREEMENT**SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

1. The Consultant 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
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified 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, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") 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 Consultant 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 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

AGREEMENT

and/or their attorneys, shall be fixed by the proper court at the rate of 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

1. The County reserves the right to cancel this Agreement, without cause, by giving 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 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.
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.
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.
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

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for four hundred (400) consecutive calendar days from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

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.
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

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

AGREEMENT**SECTION 27 - PUBLIC RECORDS**

Consultant 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 Consultant 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.

CONTRACTOR'S DUTY:

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone : 727-464-5139

Email : wharvey@pinellas.gov

AGREEMENT**SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

PINELLAS COUNTY, FLORIDA, a

CONSULTANT: **CHA Consulting, Inc.**

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners



Chairman

Authorized Signature

Date: _____

Thomas D. Titsworth

Printed Authorized Signature

ATTEST: Ken Burke, Clerk of the Circuit

Assistant Secretary

Court

Title Authorized Signature

Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

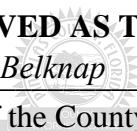


EXHIBIT A - SCOPE OF SERVICES

PROFESSIONAL ENGINEERING SERVICES FOR HIGHLAND LAKES FORCE MAIN REPLACEMENT

Highland Lakes Force Main Replacement

County Project No. 003761A

Section 2 General Conditions and Professional Requirements

In accordance with Section 2.2 of the Agreement for Utilities Engineering Consulting Services No. 25-0210-RFQ-CCNA, CHA Consulting, Inc. (CONSULTANT) will provide the following Scope of Services for the above defined project Work Assignment. All other terms of this section will remain in effect.

PROJECT DESCRIPTION

Pinellas County (COUNTY) operates a manifolde wastewater force main system across two service areas. Past inspections performed by the COUNTY, CONSULTANT, and other firms on various wastewater force mains indicated that some air release valves (ARVs) within the system were generally in poor condition and some nonfunctional. The COUNTY initiated a program to inspect the ARVs and associated force mains to determine the condition and any required remediation to maintain wastewater service.

The force main for this project, the Highland Lakes force main, includes approximately 26,000-LF of 20-inch ductile iron piping which starts along Ridge Blvd, Camelot Court, winding through various easements in the Highland Lakes and Alderman Road area, and traveling west on Bee Pond Road to Pump Station 302, which ultimately goes to the William E. Dunn Water Reclamation Facility (Dunn WRF) for wastewater treatment. This force main has been determined to be near the end of its useful life with various evaluations that identified some areas of reduced wall thickness impacting the structural integrity of the pipe. This force main has also been determined to have some capacity limitations with high head conditions that can restrict pumping at some pump stations. The purpose of this work will be to design a replacement force main and preferably relocating it from it's current alignment and into more accessible right-of-way areas to allow for future maintenance. The selected alignment is included in the attached figure.

The COUNTY also plans to replace the force main from Pump Station 355, which currently is routed through existing easements behind homes. The COUNTY plans to relocate the force main into the right of way which will head south to Tampa Road where the route will manifold into the existing force main leaving Pump Station 450. This new force main will be approximately 4,000-LF.

This Work Assignment provides for complete data collection, preliminary design, detailed design, permitting, bidding, and construction services to replace the Highland Lakes force main as described herein.

SCOPE OF SERVICES

Task 1 – Project Management

1.1 Internal Project Management, Monthly Reporting and Progress Meetings

- A. Project Coordination: The CONSULTANT will conduct an internal project meeting in order to review project status and ongoing issues, prioritize efforts, monitor schedule, and assign personnel and other necessary resources. The effort included in this task includes all such communication.
- B. The CONSULTANT will attend up to twelve (12) project coordination meetings with the COUNTY via Teams. The CONSULTANT will conduct these meetings and develop and provide a meeting summary to all attendees.
- C. Develop and submit monthly invoices with status reports and schedules including earned-value charts in accordance with contract requirements and at the request of the COUNTY. Monthly invoices shall not be submitted for payment until approved by the COUNTY.
- D. Develop and submit a project schedule using Microsoft Project™, in a PDF format and update the schedule monthly. Provide Microsoft Project™ files and PDF's when requested by the COUNTY. Electronic and hardcopies will be submitted with project invoices. CONSULTANT will also provide monthly 'burn rate' schedule forecasted for a period of up to 12 months to summarize anticipated budget spent. Additionally, within 30 days of receiving the notice to proceed/purchase order, CONSULTANT will provide a monthly burn rate that aligns with meeting milestones for the contracted timeframe
- E. Execute an internal QA/QC program and provide backup information upon request.

1.2 Kick-Off Meeting

A kick-off meeting will be scheduled and held following the Notice to Proceed (NTP). The CONSULTANT will conduct this meeting. The CONSULTANT will prepare an agenda for the meeting and provide a meeting summary. The meeting may include transfer of records from the COUNTY to the CONSULTANT and will include discussion of the planned activities and schedule.

Task 2 – Data Collection and Preliminary Design

- A. CONSULTANT will submit a data request to review available data including but not limited to record drawings, property ownership/easements, etc.
- B. CONSULTANT will perform topographic survey and subsurface utility engineering at each site and prepare design plans, specifications and pay items to construct the force main improvements.

- C. The limits of each survey are defined by the CONSULTANT in the SUB-CONSULTANT Surveyor's attachment to this Work Assignment. Subsurface Utility Engineering (SUE/ Test Holes) will be performed to locate existing utilities. An allowance adequate to accommodate up to 100 soft-digs has been included in this Work Assignment.
- D. CONSULTANT will perform geotechnical investigations sufficient to establish the geotechnical parameters necessary for the force main design. CONSULTANT will review geotechnical data collected and reports generated for completeness and accuracy prior to providing the COUNTY with final reports of the investigation. The scope for this task includes up to fifty three (53) geotechnical borings to approximately twenty five (25) feet in depth and four (4) geotechnical borings to approximately fifty (50) feet in depth. The results of the analyses of the borings will be included in a report.
- E. CONSULTANT will provide ecological investigations along the proposed construction corridor to develop an Environmental Impact Assessment. Based on the characteristics of the project, CONSULTANT anticipates the following environmental investigations:
 - Floodplain Assessment – The project may be within the 100-year floodplain of Lake Tarpon. CHA will evaluate the floodplain mapping and determine the effect of the proposed project on the floodplain.
 - Threatened and Endangered Species – This will be limited to review of the U.S. Fish and Wildlife Service (FWS) website and correspondence with the Florida Fish and Wildlife Conservation Commission (FWC). A brief letter report will be prepared to address the potential for impact to federally listed species identified in the County. The report will be submitted to USFWS and FWC for concurrence.
 - Wetlands & Waters Report – CHA will conduct a site visit to identify any wetlands or other waters that may be impacted by the proposed project.

The work includes consultation with the corresponding agencies during the environmental assessment process and responses for additional information. In a situation where the regulatory agencies request additional studies information requiring additional field work, additional scope of services will be prepared. Additionally, if federal funding is anticipated and National Environmental Policy Act (NEPA) compliance is required, another scope of services will be prepared to accommodate the NEPA's environmental review requirements.

This work does not include any gopher tortoise survey. During the field reconnaissance site visit, if a gopher tortoise survey is discovered, CONSULTANT will notify COUNTY and identify any permitting requirements.

- F. CONSULTANT will utilize the COUNTY's most recently developed hydraulic model by other consultant team (Wade Trim) for the purpose of sizing the proposed force main along the identified new preferred route, and identifying any necessary upstream improvements required including but not limited to pump sizing.

- G. CONSULTANT will prepare a preliminary engineering report (PER) to summarize the decisions made in the above tasks including existing conditions, hydraulic modeling results, pipe sizing, and impacts to the existing wastewater transmission system that may warrant upstream modifications. This PER will also detail any necessary permitting required based on results of the environmental field reconnaissance and wetland delineation.
- H. CONSULTANT will prepare a 30% conceptual design to include the above detailed items (survey, SUE, verification of existing piping, soil boring exploration, etc) and provide a preliminary level design of the proposed force main replacements. The 30% conceptual design will include a Table of Contents (TOC) of specifications based on the COUNTY's Standard Technical Specifications as well as any necessary supplemental specifications. The 30% design will include a preliminary level engineer's opinion of probable construction cost (OPCC).
- I. CONSULTANT will attend a 30% design review meeting with the COUNTY, and prepare a meeting agenda, summary and action items resulting from the meeting.

Task 3 – Detailed Design

Based on the approved 30% preliminary design, the CONSULTANT will prepare contract documents to support the construction of the Project. Drawings shall include the latest and appropriate COUNTY standard details, connection details, soil boring, survey information, and required permits. Design shall include plans, specifications, and sequencing to minimize impacts and to accommodate continuous plant operations.

It is understood that the design will be developed to support the selection of a single general contractor on a competitive bid basis and that separate pre-procurement of equipment or materials is not anticipated.

Contract documents shall include plans and specifications complete and biddable for construction, meeting regulatory requirements. In accordance with applicable industry standard of care, 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. Construction plans shall be provided in electronic format using AutoCAD format per COUNTY CADD Standard Manual for Survey & Civil Engineering, using the most current COUNTY standards and formatting at the time of contract execution.

COUNTY standard specifications will be used to the fullest extent possible. Any required sections not covered by COUNTY standard specifications will be prepared by the CONSULTANT. An anticipated schedule of submittals will be included in the specifications.

For each design phase, CONSULTANT will use Florida Department of Transportation (FDOT) Standard Indexes Series 600 for Maintenance of Traffic (MOT)

Detailed design will be prepared through the following steps.

- A. CONSULTANT will prepare 60% Design Phase documents for the force main design. The 60% design submittal will include complete drawings and specifications, with comments received at the 30% design review meeting incorporated, an updated OPCC with Basis of Estimate (BOE) summary, and include a preliminary maintenance of traffic (MOT) plan based on FDOT standards, for contractor use during construction. Following the submittal CONSULTANT will have a Teams review meeting with the COUNTY.
- B. CONSULTANT will prepare 90% Design Phase documents for the force main design. The 90% design submittal will include complete drawings and specifications, with comments received at the 60% design review meeting incorporated, an updated OPCC with Basis of Estimate (BOE) summary, and include a preliminary maintenance of traffic (MOT) plan based on FDOT standards, for contractor use during construction. Following the submittal CONSULTANT will have a Teams review meeting with the COUNTY.
- C. CONSULTANT will prepare 100% Construction Phase documents for bid including construction drawings, technical specifications, and the front-end sections for the force main design. COUNTY comments on the 90% design will be incorporated into the 100% documents, and the OPCC with Basis of Estimate (BOE) summary will be updated for this submittal. The OPCC will utilize the COUNTY Bid Items list. At the end of the 100% design completion level, CONSULTANT will assemble and submit contract documents to the COUNTY for use in bidding. Following the submittal CONSULTANT will have a Teams review meeting with the COUNTY.

Task 4 – Permitting

CONSULTANT will provide a signed sealed copy of the application package (as required) for signature and submittal by the COUNTY to the agency. It is understood that any fees required will be paid for directly by the COUNTY. CONSULTANT will attend one pre-application meeting and one review meeting with the agency. CONSULTANT will provide documentation in response to one request-for-information issued by the agency. The CONSULTANT will provide support for the following permits:

- A. FDOT Utility Right of Way Permit
- B. FDEP Wastewater Collection/Transmission System Permit
- C. FDEP Individual Statewide Environmental Resource Permit (ERP)
- D. US Army Corps of Engineers (USACE) Section 404 Permitting
- E. Coordination with Pinellas County Environmental Management Division

For the ERP and USACE permit, it is assumed that the permitting for this project will be a single permit submittal with responses to two requests for additional information (RAI).

Task 5 – Bidding Services

The CONSULTANT shall support the COUNTY in the development of bidding information, bidding forms and addendums.

The CONSULTANT, following the COUNTY's review of the Construction Documents and of the latest Opinion of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding the construction contract.

It is understood that the COUNTY will administer the bidding process including responsibilities such as advertisement, reproduction and distribution of bid documents, maintaining a planholders list, scheduling and coordinating a pre-bid meeting, receiving bidder questions, issuing and distributing addenda, and hosting the bid opening.

Services to be provided by CONSULTANT in support of the bid phase include the following:

- A. Prepare Bid Proposal Form with appropriate line items for various categories of work. Provide summary of work in Microsoft Word format and pdf format and bid form with COUNTY bid items in Microsoft Excel for use in preparation of contract documents. Provide ADOBE PDF format files for the COUNTY to post on the COUNTY's procurement website or selected service provider such as OpenGov.
- B. Pre-Bid Conference – Attend the pre-bid conference at a date and time selected by COUNTY and at a facility provided by COUNTY.
- C. Provide responses for written bidder inquiries. Prepare and provide up to two (2) addenda responses as required and agreed with the COUNTY's Project Manager including required revisions to construction plans and specifications for the Project.
- D. Evaluate Bids and recommend award. CONSULTANT will assist the COUNTY in the evaluation of the apparent low bidder by reviewing the three lowest bid submittals for mathematical accuracy, reviewing their qualifications against the stated requirements, and contacting the provided references for past work experience. CONSULTANT will provide a written recommendation letter for the award of the contract.
- E. Prepare a complete set of conformed documents (plans and specifications) for construction which shall be signed and sealed by the CONSULTANT. Provide to the COUNTY digital format (electronic files in AutoCAD and ADOBE PDF format) for the conformed documents.

Task 6 – Construction Services

CONSULTANT will perform services during the construction phase of the project (Post Design Services). By performing these services, CONSULTANT shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. CONSULTANT

shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Specific services to be performed by CONSULTANT are as follows. It is anticipated that the construction period will be no more than twenty (20) months duration from Contractor's NTP through Final Completion. The schedule assumes fourteen (14) months of active construction and six (6) months of submittals, procurement and final completion. Services to be provided by CONSULTANT in support of the construction services include the following:

- A. Pre-construction Meeting – Attend the pre-construction meeting at a date and time selected by COUNTY and at a facility provided by COUNTY. CONSULTANT will develop and distribute a meeting agenda and meeting summary memorializing the topics discussed at the meeting.
- B. Progress Meetings – CONSULTANT will participate in progress meetings. Budget is included to accommodate up to two (2) CONSULTANT/Subconsultant staff attending one (1) virtual progress/coordination meeting per week during the first 6 months of construction, and one (1) virtual progress/coordination meeting bi-weekly during following the 14 month construction period. This equates to 56 meetings for the 20 month construction period and schedule may be adjusted based on actual construction schedule. Budget is also included for CONSULTANT to develop and disseminate meeting summaries for each meeting.
- C. Shop Drawings – Review shop drawings and material testing within the allotted time identified in the Contract Documents. CONSULTANT will review up to one (1) re-submittals per submittal from the CONTRACTOR at no additional fee. Up to thirty (30) submittals are assumed. Develop and maintain shop drawing log to track submittals.
- D. RFIs/Technical Assistance – Provide responses to request for additional information and CONTRACTOR questions during construction. Up to fifteen (15) RFIs/ Technical Questions are assumed. Develop and maintain RFI log to track submittals.
- E. Pay Application – Review CONTRACTOR's monthly applications for payment, determine the amounts owed to the CONTRACTOR, and advise the COUNTY of the recommended payments to the Contractor.
- F. Review of Change Orders – CONSULTANT will review up to two (2) change order requests and make recommendations to the COUNTY for acceptance of any change orders.
- G. Quality Assurance Inspection Services – Provide up to thirty-two (32) site visits to confirm work is being performed per construction documents for EOR sign off

on permit clearance. It is assumed that the COUNTY will provide a full time inspector for day to day inspections.

- H. Walk Throughs – The CONSULTANT shall conduct a Substantial and Final Completion walk-through for the entire project (all work areas). During the substantial completion walk-through, a punch list will be developed by CONSULTANT. CONSULTANT will conduct a final completion walk-through to confirm that all items have been addressed to achieve final completion.
- I. Regulatory Clearance – The CONSULTANT will provide support with respect to regulatory compliance including preparation of Certification of Completion to FDEP to obtain approval for clearance of the constructed force main.
- J. As-Built Review and Record Documents – Provide As-built certification based on signed and sealed survey by a professional land surveyor furnished by the CONTRACTOR. Upon completion of the project, CONSULTANT will revise the construction contract drawings to conform to the construction records, as set forth in the as-built survey and as-built mark-ups received from the CONTRACTOR. CONSULTANT will submit to COUNTY one set of originals and electronic files in AutoCAD and Adobe PDF format.

Task 7 – Public Outreach

CONSULTANT will coordinate with COUNTY staff to develop public information and community outreach content for this project during design phase. It is assumed that construction phase public information services will be completed by the selected Contractor. It is also assumed that stakeholder calls and emails will be directed to COUNTY project manager and CONSULTANT will support responses as requested by The COUNTY. Public Outreach and Information will include:

- A. Develop key messages for the project, including need, benefits, schedule, public outreach, and more. Includes one (1) update.
- B. Draft, layout and finalize an 8.5" x 11" project fact sheet using the County's template. Includes two (2) updates and printing up to 500 copies for distribution in briefings or HOA meetings. Fact sheet PDF will be ADA-compliant for posting on the County's website. Large-text versions of the fact sheet can also be created.
- C. Draft and finalize FAQs (Frequently Asked Questions) on the project; includes up to two (2) updates prior to the start of construction. Includes printing up to 500 black and white copies for distribution in briefings or HOA meetings. FAQ PDF will be ADA-compliant for posting on the County's website. Large-text versions of the FAQ can also be created.
- D. Draft and finalize up to two (2) news releases/HOA update articles for Pinellas County use/posting/dissemination.
- E. Includes up to 20 hours to support County staff.

- F. Schedule, conduct and summarize up to six (6) one-on-one or small group meetings with schools, civic/neighborhood associations, and more.
- G. In coordination with COUNTY staff, plan, coordinate and implement two (2) virtual public meetings on the project using the County's Zoom account. Virtual meeting #1 will occur during the 30% design timeframe to introduce the project, answer questions and obtain community feedback that could be addressed during design. Virtual meeting #2 will occur at the 60% design phase to inform residents of the finalized route, discuss the construction schedule, what to expect during construction, and allow stakeholders an opportunity to ask questions.
 - a. For each meeting, CONSULTANT will:
 - i. Produce and place up to 10 yard signs for placement along the proposed route to promote the virtual meetings.
 - ii. Develop a PowerPoint presentation using the County's template.
 - iii. Facilitate the meeting, if needed.
 - b. For each meeting, the COUNTY will:
 - i. Design yard sign artwork for Dialogue to produce and place.
 - ii. Design and print a 4.25" x 6" direct mail postcard, using the County's template, mailed to the County's specified notification area, first class postage, printed four color over four color.
 - iii. Schedule the Zoom meeting and provide the project team with meeting information for dissemination to stakeholders.
 - iv. Assist in publicizing the meetings via the project web page and the County's mass media and social media channels.

This scope assumes that stakeholder calls and emails will be directed to COUNTY's project manager. Dialogue Public Relations will support responses as requested by the COUNTY. This scope does not include construction phase public information service

DELIVERABLES

Project Deliverables will be as follows:

1. **Task 1** - Monthly status reports and invoices, including schedule updates. Agenda, summary of the meeting and site inspection observations will be prepared by the CONSULTANT and will be submitted to the COUNTY in electronic (PDF) format.
2. **Task 2** – One (1) Draft and one (1) Final Memorandum of Environmental Assessment, One (1) Preliminary Engineering Report, and One (1) electronic (PDF) copy 30% Design Drawings, Specification Table of Contents, Preliminary Opinion of Probable Cost, and 30% Review Meeting Summary
3. **Task 3** – See below.
 - A. One (1) electronic (PDF) copy of the 60% Design Drawings, Specifications, and OPCC with Draft and Final Basis of Estimate (BOE) summary.
 - B. One (1) electronic (PDF) copy of the 90% Design Drawings, Specifications,

- and OPCC with Draft and Final Basis of Estimate (BOE) summary.
- C. One (1) electronic (PDF) copy of the 100% Design Drawings, Specifications, OPCC with Draft and Final Basis of Estimate (BOE) summary and pay item package to be used for bidding purposes.
 - D. One (1) electronic (PDF) copy of the Issued for Design Drawings, Specifications, OPCC with Final Basis of Estimate (BOE) summary and pay item package to be used for bidding purposes.
 - E.
4. **Task 4** – FDOT ROW Permit application, FDEP Wastewater Collection/Transmission System Permit, FDEP “Individual Statewide Environmental Resource Permit”, and US Army Corps of Engineers (USACE) Section 404 Permit. Draft version of the applications will be provided to the COUNTY before they are submitted to the permitting agency. For the ERP and USACE permits, it is assumed that the permitting for this project will be a single permit submittal with responses to two requests for additional information (RAI).
5. **Task 5** – Two (2) full size sets of Conformed Drawings and Specifications, one (1) electronic PDF, and AutoCAD files.
6. **Task 6** – One (1) set of Signed and Sealed Record Drawings, one (1) electronic PDF, and AutoCAD files.

Section 3

PERFORMANCE SCHEDULE

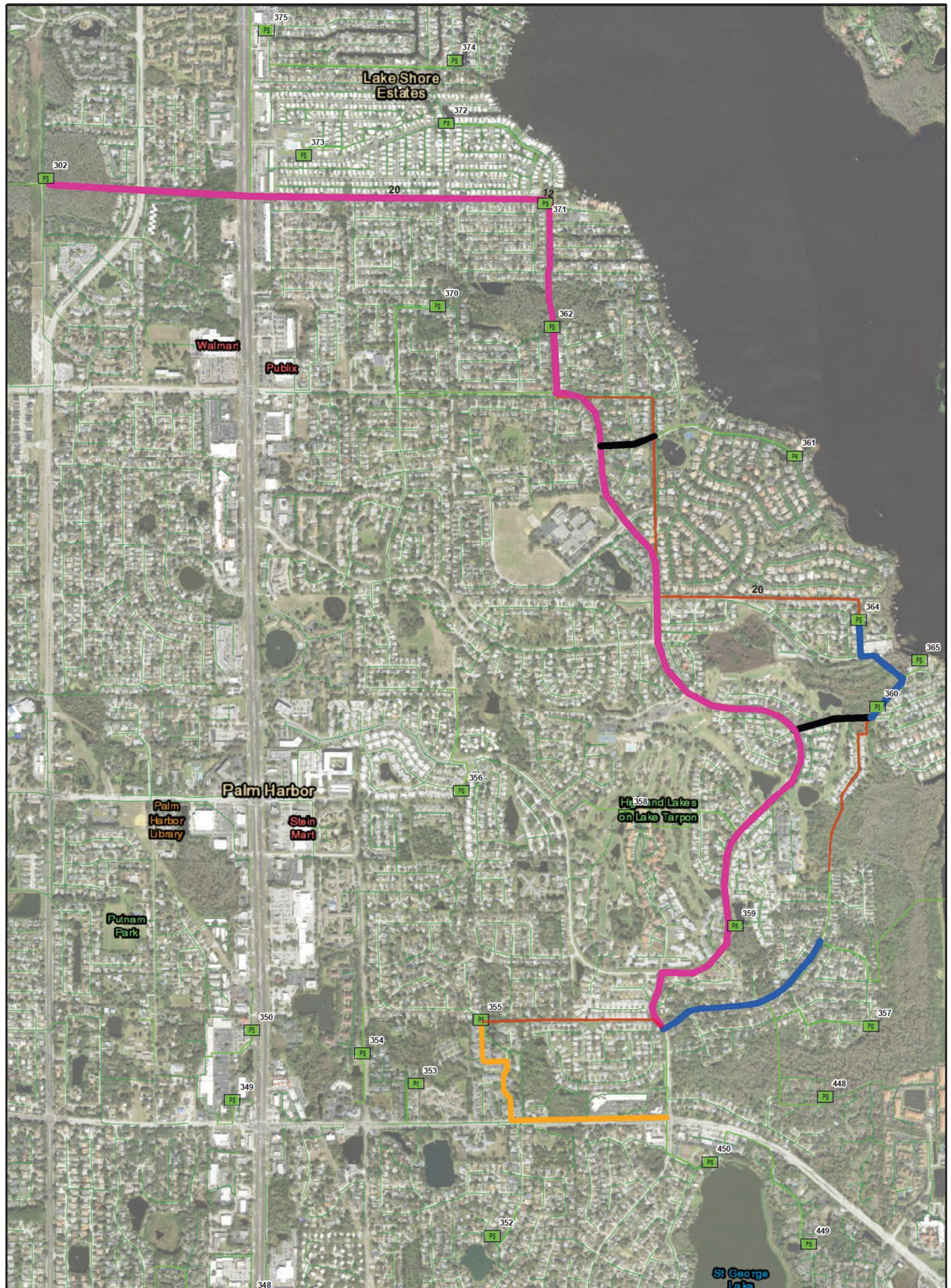
The schedule from Notice to Proceed (NTP) to completion of the project is shown below.

Task	Description	Task Duration	Cumulative Duration from NTP
1	Project Management	34 Months	34 Months
2	Data Collection	8 Months	8 Months
3	Detailed Design	6 Months	12 Months
4	Permitting	7 Months	17 Months
5	Bidding Services	9 Months	22 Months
6	Construction Services	18 Months	40 Months
7	Public Outreach Services	18 Months	40 Months

Section 4**COMPENSATION TO THE CONSULTANT**

For the Scope of Services described in this work assignment, CONSULTANT will be compensated as outlined below in accordance with the terms of the agreement as outlined in the schedule of compensation.

Engineering Services (Lump Sum)		
Task	Description	Total
1	Project Management	\$74,890
2	Data Collection	\$581,166
3	Detailed Design	\$228,652
4	Permitting	\$43,581
5	Bidding Services	\$21,611
6	Construction Services	\$207,969
7	Public Outreach Services	\$74,570
SUBTOTAL:		\$1,232,439
Contingency		\$124,000
TOTAL:		\$1,356,439



LEGEND

N	Dunn WRF	Project Force Main
W	PS County Pump Station	Force Main
E		Gravity Main
S		
	Relocate 20-inch	
	Extend Existing	
	Slipline Existing	
	PS 355 Force Main Relocation	

Highland Lakes Force Main Replacement
Pinellas County

11/13/2025

TASK DESCRIPTION	Principal in Charge	Quality Control Lead (QA/QC)		Senior Project Manager		Senior Project Engineer		Project Engineer		Jr Project Engineer		Principal CADD Designer		Chief Inspector		Senior Administrator		Subtotal	Subtotal Hours	Hourly Rate	ECHO UES	Diggers	Dialogue Public Relations	Sub Consultant	TOTAL TASK COST			
	Rate = \$315	Rate = \$330	Rate = \$280	Rate = \$230	Rate = \$180	Rate = \$130	Rate = \$158	Rate = \$175	Rate = \$115	Cost	Cost	Cost	Cost	Cost	Cost	Cost	Cost											
	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Cost											
TASK 1 - PROJECT MANAGEMENT	28	\$8,820	0	\$0	164	\$45,920	0	\$0	48	\$8,640	16	\$2,080	0	\$0	0	\$0	82	\$9,430	\$74,890	338	\$221.57	\$ -	\$ -	\$ -	\$0.00	\$74,890.00		
1.1 - Internal Project Man., Monthly Reporting & Meetings	24	\$7,560		\$0	156	\$43,680		\$0	40	\$7,200		\$0		\$0		\$0	78	\$8,970	\$67,410	298	\$226.21				\$0.00	\$67,410.00		
1.2 - Project Kickoff Meeting	4	\$1,260		\$0	8	\$2,240		\$0	8	\$1,440	16	\$2,080		\$0		\$0	4	\$460	\$7,480	40	\$187.00				\$0.00	\$7,480.00		
TASK 2 - PRELIMINARY ENGINEERING AND 30% DESIGN	4	\$1,260	74	\$24,420	118	\$33,040	148	\$34,040	84	\$15,120	370	\$48,100	168	\$26,544	0	\$0	56	\$6,440	\$188,964	1022	\$184.90	\$302,375.00	\$89,827.00	\$ -	\$392,202.00	\$581,166.00		
2.1 - Data Collection and Site Visit		\$0		\$0	16	\$4,480		\$0	20	\$3,600	32	\$4,160		\$0		\$0		\$0	\$12,240	68	\$180.00				\$0.00	\$12,240.00		
2.2 - Topographic Survey		\$0		\$0	8	\$2,240	8	\$1,840		\$0		\$0		\$0		\$0		\$0	\$4,080	16	\$255.00	\$149,510.00				\$149,510.00	\$153,590.00	
2.3 - SUE		\$0	4	\$1,320	8	\$2,240	8	\$1,840		\$0	12	\$1,560		\$0		\$0		\$0	\$6,960	32	\$217.50	\$152,865.00				\$152,865.00	\$159,825.00	
2.4 - Geotechnical		\$0	4	\$1,320	6	\$1,680	12	\$2,760		\$0	12	\$1,560		\$0		\$0		\$0	\$7,320	34	\$215.29				\$89,827.00	\$97,147.00		
2.5 - Environmental Services		\$0	6	\$1,980	8	\$2,240	24	\$5,520		\$0	60	\$7,800		\$0		\$0	12	\$1,380	\$18,920	110	\$172.00				\$0.00	\$18,920.00		
2.6 - Hydraulic Modeling		\$0	12	\$3,960	8	\$2,240	32	\$7,360	16	\$2,880	54	\$7,020		\$0		\$0		\$0	\$23,460	122	\$192.30				\$0.00	\$23,460.00		
2.7 - Preliminary Engineering Report		\$0	8	\$2,640	24	\$6,720	40	\$9,200	16	\$2,880	80	\$10,400		\$0		\$0	24	\$2,760	\$34,600	192	\$180.21				\$0.00	\$34,600.00		
2.8 - 30% Design	4	\$1,260	40	\$13,200	40	\$11,200	32	\$5,760	120	\$15,600	168	\$26,544		\$0	20	\$2,300	\$81,384	448	\$181.66							\$0.00	\$81,384.00	
TASK 3 - DETAILED DESIGN	16	\$5,040	80	\$26,400	130	\$36,400	58	\$13,340	162	\$29,160	248	\$32,240	504	\$79,632	0	\$0	56	\$6,440	\$228,652	1254	\$182.34	\$ -	\$ -	\$ -	\$0.00	\$228,652.00		
3.1 - 60% Design	8	\$2,520	48	\$15,840	60	\$16,800	28	\$6,440	80	\$14,400	96	\$12,480	260	\$41,080		\$0	24	\$2,760	\$112,320	604	\$185.96						\$0.00	\$112,320.00
3.2 - 90% Design	4	\$1,260	20	\$6,600	40	\$11,200	20	\$4,600	52	\$9,360	92	\$11,960	144	\$22,752		\$0	24	\$2,760	\$70,492	396	\$178.01						\$0.00	\$70,492.00
3.3 - 100% Design	4	\$1,260	12	\$3,960	30	\$8,400	10	\$2,300	30	\$5,400	60	\$7,800	100	\$15,800		\$0	8	\$920	\$45,840	254	\$180.47						\$0.00	\$45,840.00
TASK 4 - PERMITTING	0	\$0	6	\$1,980	28	\$7,840	56	\$12,880	0	\$0	112	\$14,560	32	\$5,056	0	\$0	11	\$1,265	\$43,581	245	\$177.88	\$ -	\$ -	\$ -	\$0.00	\$43,581.00		
4.1 - FDOT Permit		\$0		\$0	4	\$1,120	8	\$1,840		\$0	16	\$2,080	16	\$2,528		\$0	2	\$230	\$7,798	46	\$169.52						\$0.00	\$7,798.00
4.2 - FDEP Wastewater Collection/Transmission System Permit		\$0		\$0	4	\$1,120	4	\$920		\$0	12	\$1,560		\$0		\$0	1	\$115	\$3,715	21	\$176.90						\$0.00	\$3,715.00
4.3 - FDEP Environmental Resource Permit		\$0	6	\$1,980	8	\$2,240	16	\$3,680		\$0	40	\$5,200	8	\$1,264		\$0	4	\$460	\$14,824	82	\$180.78						\$0.00	\$14,824.00
4.4 - US Army Corp of Engineers 404 Permit		\$0	6	\$1,680	12	\$2,760		\$0	24	\$3,120	8	\$1,264		\$0	2	\$230	\$9,054	52	\$174.12						\$0.00	\$9,054.00		
4.5 - Pinellas County Environmental Management		\$0	6	\$1,680	16	\$3,680		\$0	20	\$2,600		\$0		\$0	2	\$230	\$8,190	44	\$186.14						\$0.00	\$8,190.00		
TASK 5 - BIDDING	2	\$630	1	\$330	19	\$5,320	0	\$0	25	\$4,500	40	\$5,200	32	\$5,056	0	\$0	5	\$575	\$21,611	124	\$174.28	\$ -	\$ -	\$ -	\$0.00	\$21,611.00		
5.1 - Bid Form		\$0		\$0	2	\$560		\$0	2	\$360	4	\$520		\$0		\$0	1	\$115	\$1,555	9	\$172.78						\$0.00	\$1,555.00
5.2 - Addenda	2	\$630		\$0	8	\$2,240		\$0	8	\$1,440	16	\$2,080		\$0		\$0	2	\$230	\$6,620	36	\$183.89						\$0.00	\$6,620.00
5.3 - Bid-Bid Conference		\$0		\$0	3	\$840		\$0	3	\$540		\$0		\$0		\$0		\$0	\$1,380	6	\$230.00						\$0.00	\$1,380.00
5.4 - Bid Review and Award Recommendation		\$0	1	\$330	4	\$1,120		\$0	4	\$720	10	\$1,300		\$0		\$0	2	\$230	\$3,700	21	\$176.19						\$0.00	\$3,700.00
5.5 - Conformed Documents		\$0		\$0	2	\$560		\$0	8	\$1,440	10	\$1,300	32	\$5,056		\$0		\$0	\$8,356	52	\$160.69						\$0.00	\$8,356.00
TASK 6 - POST DESIGN SERVICES	11	\$3,465	14	\$4,620	226	\$63,280	28	\$6,440	174	\$31,320	412	\$53,560	108	\$17,064	110	\$19,250	78											

Pinellas County
Highland Lakes Force Main Replacement
Public Engagement – Design Phase
Lump Sum – REVISED 7.7.25

Public engagement for the Highland Lakes Force Main Replacement Project will focus on informing stakeholders about the project, the need for the project, its benefits and anticipated schedule. Dialogue Public Relations will begin its efforts by completing the forms in the County's Public Participation and Engagement Guidelines to determine the appropriate level of engagement, then develop a plan to meet the County's needs. Dialogue Public Relations anticipates community meetings at the 30% and 60% design stages as well as one-on-one or small-group briefings with key stakeholders such as Highland Lakes Homeowners' Association, Highland Lakes Elementary School, Cobbs Landing Homeowners' Association, Carwise Middle School and more. These early meetings are intended to introduce stakeholders to the project team, discuss the project need and schedule, and understand the concerns of the nearby community. Early input can be used proactively to address concerns during design. Consultant will develop materials to keep stakeholders informed.

Project Coordination, Planning and Direct Support

Task includes time for public information consultant to complete the County-required worksheets and develop a public engagement plan, attend up to 12 meetings with City staff and/or project team, attend coordination meetings with FDOT (if needed), manage the public engagement element of the project, prepare monthly invoices, and other miscellaneous communications. This task includes developing a review process for all materials to ensure accuracy and consistency with County requirements.

Public Information Materials

- Develop key messages for the project, including need, benefits, schedule, public outreach, and more. Includes one (1) update.
- Draft, layout and finalize an 8.5" x 11" project fact sheet using the County's template. Includes two (2) updates and printing up to 500 copies for distribution in briefings or HOA meetings. Fact sheet PDF will be ADA-compliant for posting on the County's website. Large-text versions of the fact sheet can also be created.
- Draft and finalize FAQs (Frequently Asked Questions) on the project; includes up to two (2) updates prior to the start of construction. Includes printing up to 500 black and white copies for distribution in briefings or HOA meetings. FAQ PDF will be ADA-compliant for posting on the County's website. Large-text versions of the FAQ can also be created.

- Draft and finalize up to two (2) news releases/HOA update articles for Pinellas County use/posting/dissemination.
- Includes up to 20 hours to support County staff.

Public Engagement

- Schedule, conduct and summarize up to six (6) one-on-one or small group meetings with schools, civic/neighborhood associations, and more.
- In coordination with Pinellas County staff, plan, coordinate and implement two (2) virtual public meetings on the project using the County's Zoom account. Virtual meeting #1 will occur during the 30% design timeframe to introduce the project, answer questions and obtain community feedback that could be addressed during design. Virtual meeting #2 will occur at the 60% design phase to inform residents of the finalized route, discuss the construction schedule, what to expect during construction, and allow stakeholders an opportunity to ask questions.
 - For each meeting, DIALOGUE PUBLIC RELATIONS will:
 - Produce and place up to 10 yard signs with H-frames for placement along the proposed route to promote the virtual meetings.
 - Develop a PowerPoint presentation using the County's template.
 - Facilitate the meeting, if needed.
 - For each meeting, the COUNTY will:
 - Design yard sign artwork for Dialogue to produce and place.
 - Design and print a 4.25" x 6" direct mail postcard, using the County's template, mailed to the County's specified notification area, first class postage, printed four color over four color.
 - Schedule the Zoom meeting and provide the project team with meeting information for dissemination to stakeholders.
 - Assist in publicizing the meetings via the project web page and the County's mass media and social media channels.

This scope assumes that stakeholder calls and emails will be directed to Pinellas County's project manager. Dialogue Public Relations will support responses as requested by Pinellas County.

This scope does not include construction phase public information services.

**Pinellas County – Highland Lakes Force Main
Public Engagement Fee – Design Phase - Lump Sump**

	Sr. PR Counselor	PR Manager	PR Coord.	Graphic Artist	Direct Mail/Signs	Totals
	\$260.00	\$180.00	\$100.00	\$150.00		
7.1 Coordination	40	40	0	0		
	\$10,400.00	\$7,200.00	\$0.00	\$0.00		\$17,600.00
7.2 Public Information Materials	26	44	4	25		
	\$6,240.00	\$7,920.00	\$400.00	\$3,750.00		\$18,310.00
7.3 Public Engagement	45	69	23	24		
	\$11,700.00	\$12,960.00	\$2,300.00	\$3,600.00	\$500.00	\$31,060.00
Hours Subtotal	109	156	27	49		
Totals	\$28,340.00	\$28,080.00	\$2,700.00	\$7,350.00	\$500.00	\$66,970.00

November 7, 2025

CHA Consulting, Inc.

Attn: Emily Staubus Williamson, P.E.

RE: Proposal for Geotechnical Services
Proposed Force Main
Highland Lakes Force Main Replacement
Pinellas County, Florida
Our File: DES 2513423P

Dear Emily:

In accordance with your request, we are pleased to furnish a proposal for providing geotechnical services for the subject force main. Included herein is a brief description of the requested scope of services together with our projected fees.

SCOPE OF SERVICES

It is our understanding a new 20-inch force main is planned primarily along Highlands Boulevard and Lake Tarpon Drive. The total length of the new force main will be about 4 miles. A series of Standard Penetration Test (SPT) borings was requested along the alignment. Laboratory testing will also be conducted on representative soils in conjunction with the soil borings.

SOIL BORINGS - To investigate subsurface soil and groundwater conditions along the proposed force main alignment, a program of forty-seven (57) Standard Penetration Test (SPT) borings is budgeted. Fifty-three (53) borings are requested to a depth of 25 feet and four (4) are requested to a depth of 50 feet.

The force main will likely be installed by a combination of open excavation and Horizontal Directional Drilling (HDD). Therefore, all boreholes will be grouted to prevent cave-in and to prevent a preferential seepage path for HDD fluids.

We have examined the general accessibility of the planned force main route but actual boring locations are not known at this time. Accordingly, we have assumed all borings will need to be performed within the existing roadway to minimize disturbance to homeowners' properties bordering the route. Therefore, maintenance of traffic (MOT) will be required consisting of a lane closure consistent with FDOT Standards. Since these are generally two-lane roads, flagmen will also be necessary. To ensure proper implementation of the lane closure, we will utilize RoadSafe Traffic Systems. We have also assumed a right-of-way use permit will be required through the County. The above, of course, is based upon the assumption that the actual desired test boring locations are accessible to our drilling equipment and can be performed clear of underground utilities.

LABORATORY TESTING - A limited laboratory classification testing program has been budgeted to aid in characterizing the engineering properties of the subsurface soils. Our laboratory tests would include grainsize analyses, Atterberg Limits and organic content tests, as deemed appropriate.

REPORT PRESENTATION - The results of our field and laboratory investigation will be included in a geotechnical report encompassing a presentation and discussion of the following:

1. Logs of the exploratory borings
2. Results of laboratory testing
3. Discussion of subsurface soil and groundwater conditions
4. Subgrade support conditions for direct embedded piping
5. Suitability of excavated soils for use as backfill
6. Recommendations for placement and compaction of backfill soils
7. Geotechnical considerations for horizontal directional drilling
8. Dewatering considerations
9. Geotechnical construction considerations

REQUESTED FEES

Appended is a schedule of fees under which we propose to provide our geotechnical services. Based upon the attached fee schedule, we would suggest a budget of **\$89,827.00**. Certainly, should adverse conditions be encountered, or the actual locations of the required borings necessitate additional lane closures or other requirements that deviate from our assumptions, modifying the scope of our work or the means with which to conduct the borings may be necessary.

However, we would clearly discuss these with you and secure your authorization prior to exceeding this budget.

DRIGGERS ENGINEERING SERVICES, INC. appreciates the opportunity to be of service to you and we trust if you have any questions concerning our proposal, you will not hesitate to contact the undersigned at your convenience.

Respectfully submitted,
DRIGGERS ENGINEERING SERVICES, INC.

Wayne S. Driggers, P.E.
President

WSD
WSD-REP\2513423P
Copies: (1) Email

UNIT FEES AND ESTIMATED COSTS

ITEM	DESCRIPTION	UNIT FEE	UNIT	ESTIMATED AMOUNT	ESTIMATED COST
1.	Mobilization	\$500.00	LS	1	\$500.00
	a) Utility Locate, Coordination and Boring Layout (Project Manager	\$150.00	HR	6	\$900.00
	1) b) Right-of-Way Use Permit	\$150.00	LS	1	\$150.00
	Standard Penetration				
2.	Test Borings (53 @ 25'; 4 @ 50")				
	a) Soil	\$18.50	LF	1445	\$26,732.00
	b) Limerock or Cemented Soils	\$21.00	LF	80	\$1,680.00
	c) Temporary Casing	\$8.00	LF	120	\$960.00
	d) Borehole Grouting (per SWFWMD)	\$6.00	LF	1325	\$7,950.00
	e) Traffic Control Crew, Signage, Flagman and Setup	\$1,550.00	DAY	14	\$21,700.00
	f) Crew Time (Clean Up, hole-to- hole set up, signage placement)	\$330.00	HR	49	\$16,170.00
	g) Borehole Patch	\$75.00	EA	49	\$3,675.00
3.	Laboratory Testing				
	a) Grainsize Analyses	\$40.00	EA	48	\$1,920.00
	b) Organic Content	\$40.00	EA	10	\$400.00
	c) Atterberg Limits	\$75.00	EA	6	\$450.00
4.	CADD Operator	\$85.00	HR	16	\$1,360.00
	Principal Engineer-				
5.	Engineering Evaluation and Report	\$220.00	HR	24	\$5,280.00

ESTIMATED TOTAL BUDGET: \$89,827.00

May 15th, 2025

Emily Staubus Williamson, P.E.
Project Engineer IV
CHA

PROPOSAL FOR SUBSURFACE UTILITY ENGINEERING AND SURVEY SERVICES

Project: Highland Lakes Force Main Replacement, Pinellas County, FL

Dear Mr. Williamson:

At ECHO UES, Inc. (ECHO) we value your consideration and appreciate the opportunity to provide a technical proposal for the provision of professional services. This technical proposal, inclusive of economical offer and schedule, details the approach we consider to be the most suitable for this project.

Project Synopsis: Based on the information made available to ECHO, we understand the project to consist of the design and subsequent construction of a replacement Force Main in the Highland Lakes corridor. ECHO's professional services were requested to provide topographic survey and subsurface utility engineering (SUE) services for the project.

Project Limits: ECHO's services will be performed within well-defined limits (i.e. Project Limits) as shown on the attached graphic representations. Scope includes designating, limited locating for conflicts and topographic survey services.

SCOPE OF SERVICES

Topographic Survey – (ROW to ROW, Full Topo, Pink Sections Only, see Exhibit A)

ECHO's topographic survey services will be performed within a well-defined area as shown on the provided exhibit and include tasks as noted below.

- Set horizontal and vertical control throughout the project corridor for the purpose of collecting the topographic and subsurface utility engineering information.
- The survey will be based on the North American Datum of 1983, 2011 Adjustment (NAD83/2011), West Zone and the North American Vertical Datum of 1988 (NAVD 88).

- The horizontal and vertical survey control will be provided in the final survey in tabular format for use by the contractor during construction activities.
- Topographic survey will extend 5' beyond the existing R/W lines.
- Collect aboveground and visible features and improvements, including surface evidence of utilities and underground utility information as identified by ECHO via subsurface utility engineering efforts.
- Collect accessible gravity utilities including pipe size, material, and inverts within the project limits and include next upstream and downstream manhole and/or storm manhole/inlet. A note will be included on the survey for any structures that are not able to be detailed noting the cause.
- Collect sufficient elevation data to create a digital terrain model (DTM) of the site.
- Elevations will be shown to the nearest tenth of a foot (0.1') on natural ground or soft shots and the nearest one-hundredth (0.01') of a foot on paved or hard surfaces.
- The collection of the existing buildings (if any within the project limits) will be limited to the perimeter of the structure noting the type of building.
- Recover and tie down sufficient monumentation in the field to calculate the existing apparent R/W along all public roadways within the project limits. R/W will be shown as calculated based on field monumentation and it will be referred to as apparent R/W.
- All survey efforts will be conducted in accordance with the Standards of Practice set forth in Rule Chapter 5J-17, F.A.C., pursuant to Section 472.027, F.S.

Subsurface Utility Engineering (SUE) Services

Quality Level B SUE (Designating) *Pink Section, see Exhibit A*: Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g., GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will identify utilities within the project limits and identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint etc.) and showing the approximate position of the identified utilities, surveyed and included in the topographic survey file.

Quality Level B SUE (Designating) *Slip Line Blue Section, see Exhibit A*: Using a combination of field investigative techniques and technology, including surface geophysical instruments (e.g., GPR, pipe/cable locators) and vacuum excavation if needed, ECHO will identify the **Force Main Only** within the project limits and identify their horizontal position. The results will be marked on the ground surface using the most appropriate method (i.e., pin flags, paint etc.) and showing the approximate position of the identified utilities, surveyed and included in the topographic survey file.

Quality Level A SUE *Pink Section, see Exhibit A (Locating 123 Test Holes)* ECHO will attempt to expose utilities via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location at up to eight (98) locations as specified by the Client. At the completion of

each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Quality Level A SUE Slip Line Blue Section, see Exhibit A (Locating 2 Test Holes) ECHO will attempt to expose the Force Main Only via minimally intrusive methods (e.g., use of vacuum excavation) to confirm their characteristics (e.g., type, size, material, direction, configuration) and provide an accurate location at up to eight (2) locations as specified by the Client. At the completion of each excavation (test hole) ECHO will record all verifiable utility information, mark the utility location with the most appropriate method (e.g., wooden lathes, "X" mark on concrete, nail and disk on asphalt) and restore the field to as close as possible to its original conditions. The results will be surveyed and incorporated in the topographic survey file.

Deliverables will consist of:

- Test hole data sheets containing all the information obtained via test holes and visual verification.
- Digital survey CAD file.
- Digitally certified PDF of the final survey.

Notes and Limitations:

1. Client shall facilitate access to the site and provide any relevant project information.
2. Site must be clear of obstacles impeding access to any portion of the project limits.
3. ECHO will not work on any site that is known to be contaminated with any hazardous or harmful substance.
4. Any permit or fee requested to perform the work complying with any stakeholder's requirement will be submitted to the Client with a 5% administrative markup.
5. FDOT Design Standards (Index 600 Series) will be utilized for the Maintenance of Traffic (MOT). Should the site require modification to the Index 600 for non-standard MOT arrangements, ECHO will seek the Client's concurrence to obtain signed and sealed project's specific MOT plans (to be provided by others).
6. Unless otherwise stated within this proposal, test holes have usual depth of up to eight (8) ft. from the ground surface, and diameter of up to 1 ft. Should there be a need for deeper or wider excavations, additional charges may apply.
7. The original ground surface at each test hole location will be restored to as close as possible to its original conditions, using concrete mix or asphalt cold patch as applicable. Any deviation from this standard (e.g., use of hot asphalt, flowable fill etc.) may require additional charges and the use of specialty subcontractors.
8. Regardless of the type of estimate proposed (e.g., lump sum, time and materials, etc.) such an estimate should be considered indicative and based on preliminary information. Should any situation out of ECHO's control heavily impact ECHO's field work performance (e.g., adverse site conditions), ECHO reserves the right to seek additional funds to complete the work.
9. The exact location of any underground utility is not guaranteed unless clearly exposed and visually verified at a specific location. Utility characteristics, methods of installation, soil conditions and the surrounding environment all may impact adversely the results of any utility investigation with surface geophysical instruments and technology. No guarantee is made that all utilities will be found and identified.
10. Subsurface Utility Engineering, Designating and Locating terms all refer to the American Society of Civil Engineers / Construction Institute Standard for the Collection and Depiction of Subsurface Utility Data

(ASCE/CI 38-02). Should ECHO adopt this standard for the performance of the scope of work and preparation of deliverables, clear mention to the Standard shall be made throughout the deliverable.

Proposed Schedule: to be discussed and determined upon receipt of the Notice to Proceed (NTP).

Fee: ECHO's competitive offer, which is inclusive of all field, office, materials, supplies, and equipment costs is **\$302,375.00**

ECHO UES, Inc. PROFESSIONAL SERVICES ESTIMATE							
CLIENT:	CHA				PROJ. #		
PROJECT:	Highland Lakes Force Main Replacement				PHASE. #		
LOCATION:	Pinellas County						
Subsurface Utility Engineering (SUE)							
FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES	
Utility Designating	49	10	490	\$206.00	\$100,940.00	Designate utilities within limits of survey	
Utility Locating	17	10	170	\$249.00	\$42,330.00	Utility Conflicts 125 Test Holes	
Survey	0	10	0	\$187.00	\$0.00	Survey of test holes; Survey of QLB included with topo survey	
Other			0	\$0.00	\$0.00		
					FIELD SUB.TOT (SUE) =	\$143,270.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES	
PM/Sr. Surveyor			10	\$190.00	\$1,900.00	PM project, permits, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.	
Surveyor (PSM)			15	\$133.00	\$1,995.00	Data processing	
CADD/Draftsman			60	\$95.00	\$5,700.00	Deliverables	
					OFFICE SUB.TOT (SUE) =	\$9,595.00	
					TOTAL (SUE) =	\$152,865.00	
Topographic Survey							
FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES	
Survey	64	10	640	\$187.00	\$119,680.00	Survey limits and utils (pink line only)	
					FIELD SUB.TOT (SUR) =	\$119,680.00	
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES	
PM/Sr. Surveyor			11	\$190.00	\$2,090.00	PM project, schedule, invoicing and communications. Also include any site specific safety permits and plan, QC.	
Surveyor (PSM)			80	\$133.00	\$10,640.00	Oversee and process all survey data.	
CADD/Draftsman			180	\$95.00	\$17,100.00	Prepare deliverables	
					OFFICE SUB.TOT (SUR) =	\$29,830.00	
					TOTAL (SUR) =	\$149,510.00	
Prepared By:	Date: October 30, 2025						
All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.						GRAND TOTAL	\$302,375.00

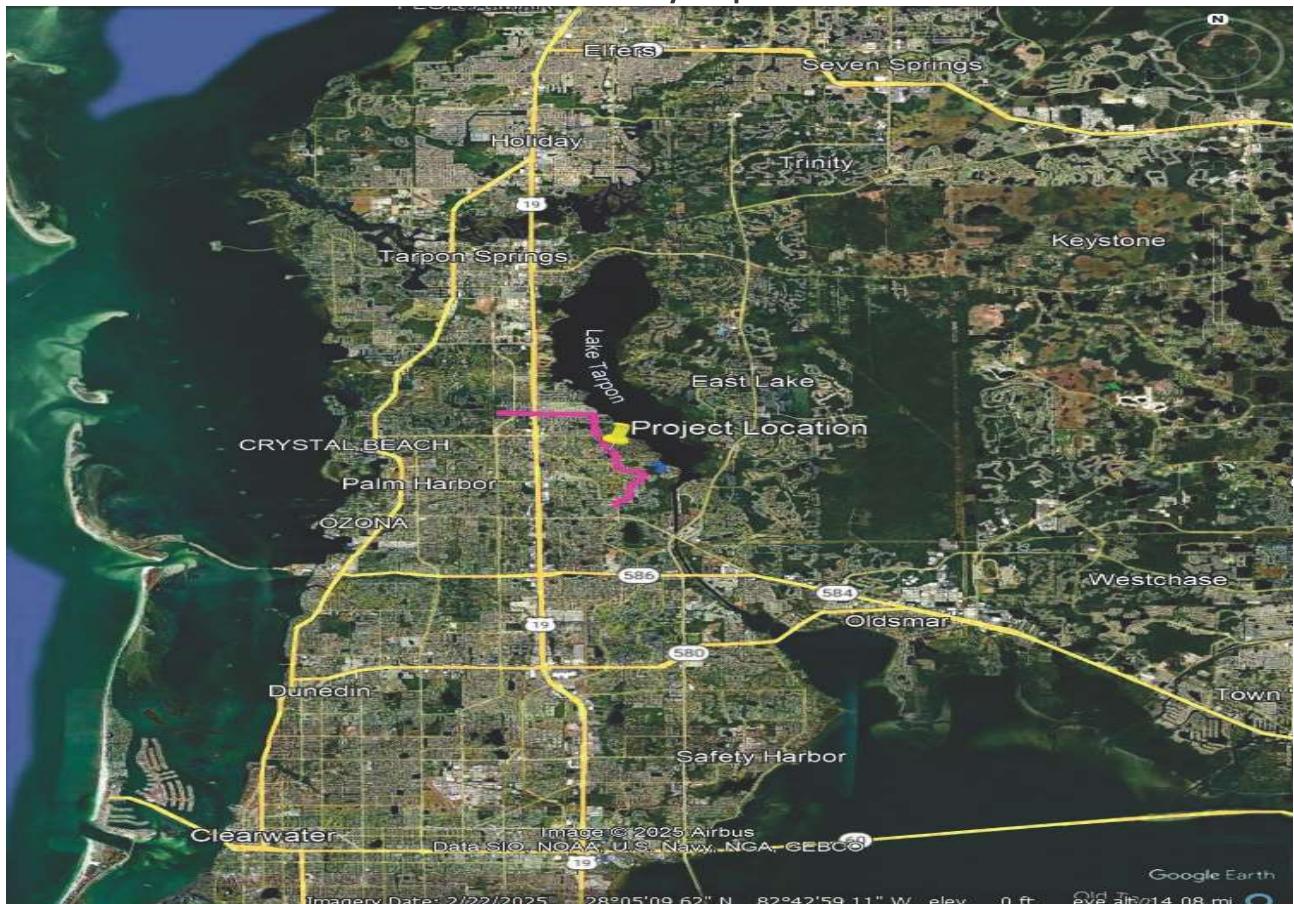
Sincerely,

ECHO UES, Inc.



Jason Stanley
Senior Vice President

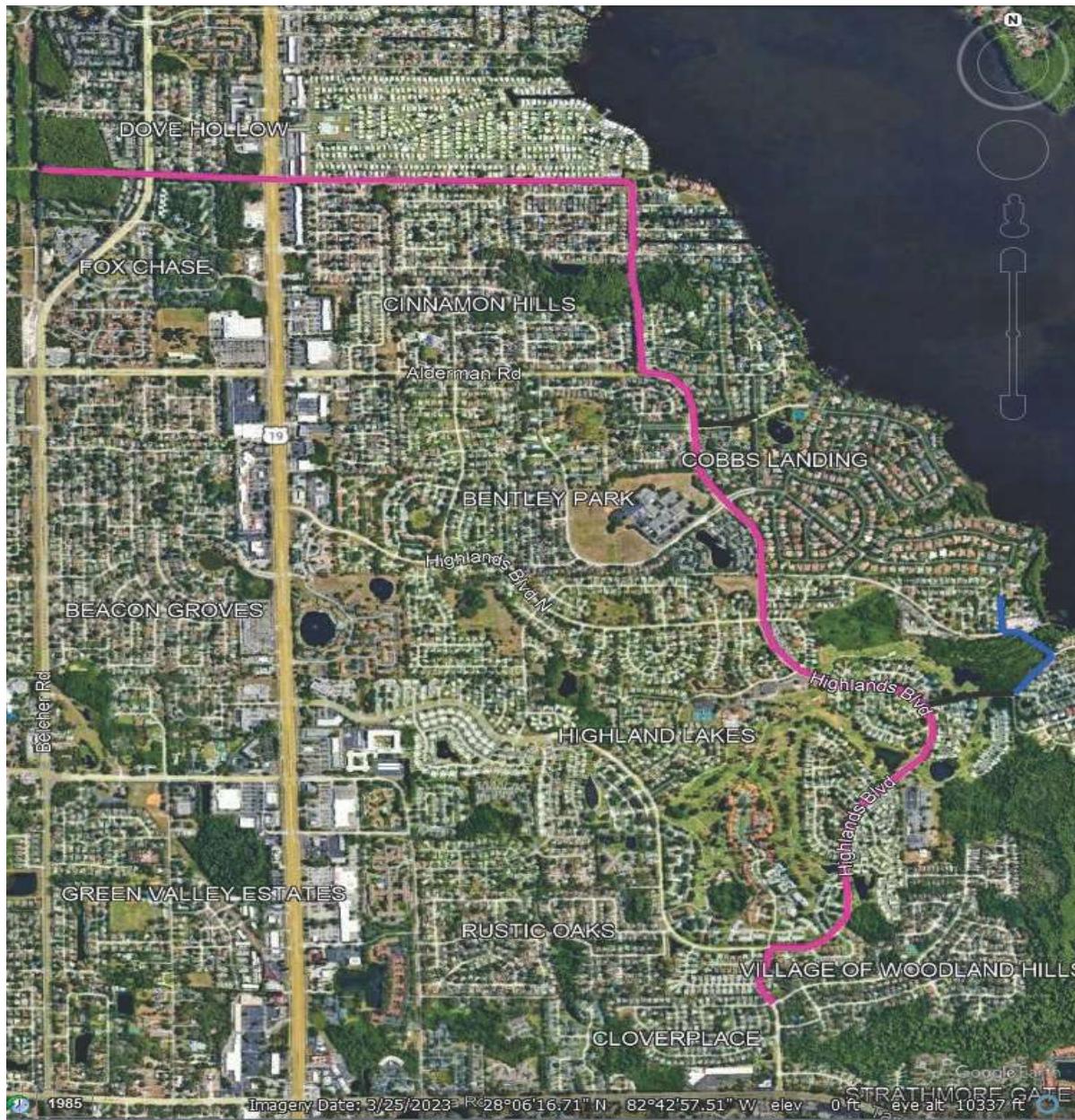
Vicinity Map



Project Limits

- Pink (Replacement) 20,150' (3.83 Miles) ROW to ROW Topo Survey, Designate, Test Holes for Conflicts

- **Blue & Black (Slip Line) 2,800' (.53 Miles) – Designate Force Main, Survey Force Main only, 2 test hole beginning and end of Force Main**



- Yellow) 3,960 (.75 Miles) ROW to ROW Topo Survey, Designate, Test Holes for Conflicts



EXHIBIT B - HOURLY RATE SHEET

CHA Consulting, Inc. (Prime)

Rate Sheet for
Pinellas County Professional Services – Contract No. 25-0210-RFQ-CCNA

Classification	
Hourly Rates: Engineering Services	Hourly Rate
Principal in Charge	\$315
Client Services Manager	\$280
QAQC Officer	\$330
Project Manager	\$215
Senior Project Manager	\$280
Jr. Project Engineer	\$130
Project Engineer	\$180
Senior Project Engineer	\$230
Principal Engineer	\$285
CADD Designer	\$120
Senior CADD Designer	\$143
Principal CADD Designer	\$158
Senior Technician	\$125
Technician	\$90
Inspector	\$125
Senior Inspector	\$155
Chief Inspector	\$175
Construction Manager	\$190
Intern	\$95
Administrator	\$90
Project Manager Assistant	\$108
Senior Administrator	\$115

Billing rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.



ECHO UES, Inc. (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – Contract No. 25-0210-RFQ-CCNA

Classification	
Hourly Rates: Survey and Subsurface Utility Engineering	Hourly Rate
Project Manager	\$190
Principal Surveyor	\$190
Project Surveyor	\$133
Survey/SUE/CADD Technician	\$95
SUE Field Crew Supervisor	\$138
SUE Technician 3	\$68
SUE Technician 1	\$43
Survey Party Chief	\$81
Survey Technician 3	\$64
Survey Technician 1	\$42
SUE Designating/Locating Crew (2-Person)	\$206
SUE Designating/Locating Crew (3-Person)	\$249
Survey Crew (3-Person)	\$187
Survey Crew (4-Person)	\$229



Diggers Engineering Services, Inc. (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – Contract No. 25-0210-RFQ-CCNA

Classification	
Hourly Rates: Engineering Services	Hourly Rate
Senior Engineer	\$190
Principal Engineer	\$220
CADD Operator	\$85
Clerical	\$71.50
Laboratory Director	\$150
Hourly Rates: Drilling Services	Unit Fee
Mobilization and Demobilization of 3-Man Crew (Readily Accessible to Truck-Mounted Drilling Equipment)	\$500 LS
Mobilization and Demobilization of 3-Man Crew (Rear/Track-mounted Equipment)	\$650 LS
Mobilization and Demobilization of 3-Man Crew (swamp, barge or difficult access)	Quoted Upon Request
Crew Time (3 -man crew, drilling and support vehicles) for Special Drilling, Sampling, Difficult Access, Monitor Well Installation or Land, etc. (minimum 8 hours per day)	\$415/Hr
Portable Self-Propelled Barge and Work Boat	\$1,075/Day
Barge and Tug (ocean-going)	Cost +15%
Miscellaneous Materials, Bits, Equipment Rental, Supplies, etc.	Cost +15%
Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit)	
0-50 Feet	
i. Soil	\$18.50/LF
ii. Rock	\$21/LF
iii. Cemented Soil (N>50)	\$21/LF
50-100 Feet	
i. Soil	\$21/LF
ii. Rock	\$23.50/LF
iii. Cemented Soil (N>50)	\$23.50/LF
100-150 Feet	
i. Soil	\$24.50/LF
ii. Rock	\$28.50/LF
iii. Cemented Soil (N>50)	\$28.50/LF



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150-200 Feet		
i. Soil	\$30.50/LF	
ii. Rock	\$35/LF	
iii. Cemented Soil (N>50)	\$35/LF	
Track-Mounted Drill Unit		
0-50 Feet		
i. Soil	\$20.50/LF	
ii. Rock	\$23/LF	
iii. Cemented Soil (N>50)	\$23/LF	
50-100 Feet		
i. Soil	\$23/LF	
ii. Rock	\$26.50/LF	
iii. Cemented Soil (N>50)	\$26.50/LF	
Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	\$300/HR	
Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	\$150/EA	
Grouting of Boreholes per SWFWMD Regulations	\$6/LF	
Temporary Casing (only if needed)		
i. 4"	\$8/LF	
Patch Borehole in Asphalt or Concrete	\$75/EA	
Unit Rate: Field Services		Unit Fee
Double-Ring Infiltration Test (local and depth <3 feet [ASTM D-3385])		
Depth greater than 3 feet to be negotiated based on depth requirements	\$600/EA	
Hand Auger Boring	\$15/LF	
Hand Cone Penetrometer	\$4.50/LF	
Unit Rate: Laboratory Geotechnical Testing		Unit Fee
Consolidation Test	\$500/EA	
Laboratory Permeability on Sand (ASTM D-2434-74)	\$220/EA	
Unconfined Compression Test	\$175/EA	
Grainsize Analysis (ASTM D-422-92)	\$40/EA	
Atterberg Limit (plastic and liquid [ASTM D-43-1 8-87])	\$75/EA	
Organic Content (FM IT-267)	\$40/EA	
Specific Gravity of Soil (ASTM D-854-92)	\$40/EA	



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Hydrometer of Soil (ASTM D-422-92)	\$165/EA
Constant Head Permeability (ASTM D-2434-74)	\$210/EA
Permeability with Back Pressure Saturation (ASTM D-5084-90)	\$450/EA
Corrosivity Series (resistance, pH, SO4, CL [FDOT method])	\$350/EA
Field Sampling of Materials	\$75/HR
Unit Rate: Soils Testing	Unit Fee
Laboratory Proctor Test (Standard ASTM D698 or Modified ASTMD1557)	\$120/EA
Field Density Test (Sand Cone ASTM D1 556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$66.00 Per Trip	\$26/EA
Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	\$75/HR
Limerock Bearing Ratio (FM 5-515)	\$325/EA
Base or Subgrade Thickness Determination in Conjunction with Density Test	\$6.50/EA
Turbidity Test (NTU) (Plus Sampling Time)	\$30/EA
Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	\$80/EA
pH Determination (ASTM G-51-77) Corrosion pH Determination (ASTM D4972) Agricultural	\$30/EA \$42/EA
Unit Rate: Concrete Testing	Unit Fee
Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM CI 43) Temperature (ASTM C-1064) and All Pertinent Field Data	\$70/Hr.
Laboratory Compression Testing 6"x12" Cylinders	\$15/EA
3"x3"x6" Prisms	\$18/EA
2"x2" Cubes	\$18/EA
Air Content of Fresh Concrete (ASTM CI 73 or C231)	\$20/EA
Beam Preparation (ASTM C3 1) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM CI 43) Temperature (ASTM C 1064) and All Pertinent Data	\$70/EA
Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$32/EA
Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$80/HR



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Coring of Hardened Concrete (ASTM C42) Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	\$90.00/Hr. D x \$3.00/LI
Laboratory Compression of Concrete Cores (ASTM C39)	\$32/EA
Unit Rate: Aggregate Testing	Unit Rate
Gradation of Fine Aggregate (ASTM CI 36)	\$40/EA
Gradation of Coarse Aggregate (ASTM CI 36)	\$55/EA
Specific Gravity and Absorption of Fine Aggregate (ASTM CI 28)	\$55/EA
Specific Gravity and Absorption of Coarse Aggregate (ASTM CI 27)	\$55/EA
Los Angeles Abrasion	\$180/EA
Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$270/EA
Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	\$55/EA
Field Sampling for Laboratory Tests	\$70/HR
Unit Rate: Soil Cement	Unit Rate
Soil-Cement Design (P.C.A. or F.D.O.T. Method) – Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$600/EA
Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	\$80/HR
Laboratory Compression of Field Molded Specimens	\$15/EA
Laboratory Compression of Field Hardened Cores	\$35/EA
Soil-Cement Coring Technician Time and Equipment Core Bit Charge Thickness Determination Repair of Core Hole	\$90.00/Hr. \$3.00/LI \$6.00/EA \$10.00/EA
Field Sampling of Raw Materials for Laboratory Design	\$75/HR
Unit Rate: Asphalt	Unit Rate
Asphalt Design F.D.O.T. with Three Bitumen Contents F.A.A. Design with Four Bitumen Contents	\$1,100/EA \$1,800/EA



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Asphalt Plant Inspection Senior Technician Inspector	\$80/HR
Field Inspection during Paving Activities Senior Technician Inspector	\$80/HR
Laboratory Extraction and Gradation (FM IT- 164 and FM IT-030)	\$150/EA
Marshall Stability and Properties (FM 5-511)	\$130/EA
Asphalt Coring Technician Time and Equipment Additional Diamond Bit Charge Repair of Core Hole	\$90.00/Hr. \$3.00/LI \$10.00/EA
Laboratory Preparation of Field Paving Cores	\$10/EA
Laboratory Density of Field Paving Cores (FM IT- 166)	\$15/EA
Laboratory Thickness of Field Paving Cores	\$10/EA
Field Sampling for Laboratory Tests	\$75/HR
Rice Gravity	\$65/HR
Gyratory Compaction	\$250/EA
Unit Rate: Piling Inspection	Unit Rate
Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$85/HR
Pile Compressive Load Test (ASTM DI 143)*	*
Pile Tensile Load Test (ASTM D3689)*	*

*Quoted Based on Project Requirements



Dialogue Public Relations, Inc. (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – Contract No. 25-0210-RFQ-CCNA

Classification	
Hourly Rates: Public Relations Support Services	Hourly Rate
Senior Public Relations Counselor	\$260
Public Relations Manager	\$180
Public Relations Coordinator	\$100
Graphic Design/Layout/Print Production	\$150
Video Production/Animation	\$150
Web Programming	\$150
Administrative Support	\$60



EXHIBIT C - INSURANCE REQUIREMENTS

Solicitation #25-0210-RFQ-CCNA

Title: Highland Lakes Force main Replacement - Professional Engineering Services

1. Insurance Requirements

1.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

1.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision and the Florida Department of Transportation shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. 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 Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk

Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.,
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
 1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County and the Florida Department of Transportation will be an additional indemnified party of the subcontract;
 - d. Provide that the County and the Florida Department of Transportation will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
 - e. Provide a waiver of subrogation in favor of the County and the Florida Department of Transportation and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. 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.

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 Vendor.
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. All policies shall be written on a primary, non-contributory basis.

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:

1.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

1.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

A. Limits

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

4. General Aggregate \$ 2,000,000

1.5. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE

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

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
 1. Per Claim or Occurrence \$ 1,000,000
 2. General Aggregate \$ 1,000,000
- E. For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

1.6. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

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.

- A. Limits
 1. Each Occurrence or Claim \$ 2,000,000
 2. General Aggregate \$ 2,000,000

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

1.7. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.