

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: Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve Improvements

RFP CONTRACT NO. 167-0007-NC (SS)

NON-CONTINUING FIRM: McKim & Creed, Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES
AGREEMENT**

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**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR

Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve Improvements

THIS AGREEMENT, entered into on the 28TH day of November, 20 17, 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, McKim & Creed, Inc., with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve Improvements, Pinellas County, Florida

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

The primary scope of engineering service includes Project Management, Preliminary Engineering Report (PER), 60% Design, 90% Design, Permitting, and Final Design Documents for the engineering services related to the design and construction of the Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve Improvements. All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

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

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

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

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

2.4.3 One (1) original and two (2) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

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

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

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

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

3.3 CONSTRUCTION PHASE

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

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

10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
18. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
19. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

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

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

- b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the PROJECT.
 - 2) Structural calculations.
 - 3) Drainage calculations.
 - 4) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 5) Calculations showing probable cost comparisons of various alternatives considered.
 - 6) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 7) Other PROJECT-related correspondences as appropriate.

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

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

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

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

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

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS

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

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

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

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

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

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

- 4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:
- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
 - B. 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:

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

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of 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.

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

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

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

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

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

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

6.3 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.

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

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

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

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

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

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

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

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3, the COUNTY agrees to pay the CONSULTANT as follows:

- A Lump Sum Fee of: Thirty One Thousand Six Hundred Fifty Four and 00/100 Dollars (\$31,654.00) for the Task 1 – Project Management
- A Lump Sum Fee of: Sixty Six Thousand Eight Hundred Seventy Six and 00/100 Dollars (\$66,876.00) for the Task 2 - Preliminary Engineering Report
- A Lump Sum Fee of: Two Thousand Six Hundred Fifty Five and 00/100 Dollars (\$2,655.00) for the Task 3 –Asbestos Survey and Lead Screening
- A Lump Sum Fee of: Nine Thousand Two Hundred Thirty One and 50/100 Dollars (\$9,230.50) for the Task 4 –Geotechnical Investigation.
- A Lump Sum Fee of: Five Thousand One Hundred Fifteen and 00/100 Dollars (\$5,115.00) for the Task 5 –Subsurface Utility Engineering
- A Lump Sum Fee of: Nine Thousand One Hundred Forty Seven and 00/100 Dollars (\$9,147.00) for the Task 6 –Survey
- A Lump Sum Fee of: One Thousand Two Hundred Fifty Nine and 00/100 Dollars (\$1,259.00) for the Task 7 –Utility Coordination
- A Lump Sum Fee of: Sixty Seven Thousand Fifteen and 00/100 Dollars (\$67,015.00) for the Task 8 – 60% Design
- A Lump Sum Fee of: Forty Six Thousand Eight Hundred Eight and 00/100 Dollars (\$46808.00) for the Task 9 –90% Design
- A Lump Sum Fee of: Thirty One Thousand Sixty Two and 00/100 Dollars (\$31,062.00) for the Task 10 –Final Design
- A Lump Sum Fee of: Seventeen Thousand Nine Hundred Ninety and 00/100 Dollars (\$17,990.00) for the Task 11 –Permitting
- A Lump Sum Fee of: Thirty Two Thousand Five Hundred Thirty and 00/100 Dollars (\$32,530.00) for the Task 12 –Public Outreach and Information
- A Lump Sum Fee of: Twelve Thousand Five Hundred Twenty Six and 00/100 Dollars (\$12,526.00) for the Task 13 –Bidding Services
- A Lump Sum Fee of: One Hundred Twenty Six Thousand One Hundred Twenty Six and 00/100 Dollars (\$126,126.00) for the Task 14 –Engineering Services during Construction

The above fees shall constitute the total not to exceed amount of **Four Hundred Fifty Nine Thousand Nine Hundred Ninety Three and 50/100 Dollars (\$459,993.50)** 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.

7.2 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 **Twenty Thousand and 00/100 Dollars (\$20,000.00)** for all assignments performed.

7.3 Total agreement amount **Four Hundred Seventy Nine Thousand Nine Hundred Ninety Three and 50/100 Dollars (\$479,993.50)**.

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

**SECTION 11
SATISFACTORY PERFORMANCE**

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

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for one thousand (1,000) consecutive calendar days from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

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

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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.

**SECTION 27
PUBLIC RECORDS**

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name:
McKim & Creed, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: [Signature]
Print Name: STEVEN LEB
Title: SR. VICE PRESIDENT Date: 11/6/17

By: [Signature: Kenneth T. Wehl]
Name: Kenneth T. Wehl Date: 11/28/17
Chairman VICE

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: [Signature: Norman D. Lay]
Deputy Clerk Date: 11-28-17



APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

EXHIBIT A

SCOPE OF ENGINEERING CONSULTING SERVICES

McKim & Creed, Inc.

September 19, 2017

Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve Improvements

1. BACKGROUND:

Pinellas County (COUNTY) Utilities water is purchased from Tampa Bay water and enters the Pinellas County water network in the North County near the Pinellas/Pasco County line. Through a network of booster pump stations and control valves the water travels south approximately 35 miles to the southern tip of Pinellas County at Fort Desoto Park. The COUNTY has recently undergone multiple water quality improvement and booster station upgrade projects starting at the north end of the COUNTY and working its way downstream to the south. The Capri Isle pumping station and Madeira pressure reducing valve are the next locations within the Utility Capital Improvement Program scheduled for upgrades.

The COUNTY has selected McKim & Creed, Inc. (CONSULTANT) to perform the engineering assessment and design services necessary to construct improvements to the Isle of Capri water pumping station and the Madeira Beach pressure reducing valve within the County's Water System. The overall objectives of this project include the following:

- Isle of Capri Pumping Station (12050 2nd St. East, Treasure Island, FL 33706) – The original pump station was constructed between the years of 1977 and 1979. The County wishes to rehabilitate this station to meet current industry and operational standards. Improvements to this station include:
 - Replacement of three booster pumps with addition of one stub out for future pump,
 - New variable frequency drives,
 - Evaluation and re-construction of the electrical delivery system, emergency generator power and fuel storage, automatic transfer switch, transformer, MCCs, switchboards and LED lighting throughout,
 - Arc flash requirements will be specified along with requirements for third party testing following construction,
 - Manual and automated control valve replacement,
 - Pipe modifications and replacement of three flow meters (fill, discharge and bypass),
 - Replacement of existing vaults with user-friendly vaults or replacement with above grade valve assemblies. Sound impacts on the surrounding neighborhood will be considered in the design recommendation,
 - Bridge crane rail repair to allow crane to exit pump room as originally intended,

EXHIBIT A

- Building rehabilitation (bathroom expansion with new fixtures, replacement of entry doors and acoustical ceiling tiles, addition of down spouts, chemical room and electrical room wall modifications, operator workstation furniture, handrail/stair modification, stucco exterior and painting),
- Raising exterior louver elevations 1-ft above current Category III storm surge elevation of 16-ft.
- Replacement of existing louvers and/or additional louvers will be provided to meet current building code.
- Evaluation and design of water barrier system to be installed between the structures utilizing permanent wall structures along with flood gates or flood log system to an elevation 1-ft above current Category III storm surge elevation of 16-ft.
- Electrical room HVAC replacement and evaluation/recommendation of modified louver system.
- Site grading for storm water drainage, underdrain system and sidewalk around storage tank and asphalt restoration within the courtyard,
- Programmable logic controller (PLC) with human machine interface, and other associated instrumentation and controls with connectivity to COUNTY SCADA networks,
- New architectural sign per detail provided by the COUNTY with exterior lighting.

Additionally, the COUNTY wishes the remaining recommendations listed in the April 2, 2014 CROM Engineering & Construction Services Inspection Report to be incorporated into the Contract Documents and be completed by the awarded Contractor. The purpose of the report was to investigate the structural integrity of the 5 million gallon ground storage tank. The visual investigation included the interior and exterior walls of the tank, the dome, floor and tank accessories. The COUNTY is currently in the process of having the tank painted and replacing the roofs of the pump, chemical and generator buildings.

The design criteria for replacement of the high service pumps provided in the Request for Qualifications shall be verified through hydraulic modeling.

- Madeira Beach Pressure Reducing Valve (201 150th Ave., Madeira Beach, FL 33708) – The Madeira Beach pressure reducing valve was constructed between 1990 and 1994. The purpose of valve is to reduce water system pressure up to 20 pounds per square inch so that water stored within the ground storage tanks (at Gulf Beaches and Isle of Capri pump stations) can be recycled as required to maintain water quality. The valve and its associated piping shall be removed to the property line allowing the site to be repurposed. The valve shall be evaluated based on future operational needs and be either relocated to the Capri Isle Pump Station site or eliminated.

EXHIBIT A

2. SCOPE OF WORK:

Task 1 – Project Management

\$31,654.00

The CONSULTANT shall provide general project administration, project coordination, preparation of miscellaneous correspondence, preparation of meeting agenda and minutes, maintaining project documentation and coordination of services provided to the COUNTY. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices along with updated schedule and project status report.

The CONSULTANT shall:

- A. Conduct a project kick-off meeting with the key project team members and stakeholders from the COUNTY. Primary points of contact with the COUNTY and the CONSULTANT will be established. Project goals and schedule will be discussed. Agenda, sign-in sheet, and meeting minutes will be prepared by the CONSULTANT and distributed to meeting attendees and other identified project stakeholders.
- B. Provide project administration including maintaining project documentation, filing systems and correspondence; forecasting and tracking of budget and schedule, and submitting monthly invoices with accompanying status progress updates to the COUNTY for the anticipated project duration of 30 months.
- C. Provide quality assurance and quality control reviews throughout the project.
- D. Conduct internal coordination and project meetings to discuss the project progress, schedule and action items with the design team.
- E. Provide external coordination of sub-consultants.

Task 2 – Preliminary Engineering Report (PER)

\$66,876.00

The CONSULTANT shall prepare a Preliminary Engineering Report (PER) for the project to address the objective of upgrading the Isle of Capri pump station and the Madeira Beach pressure reducing valve. The PER will include a summary of evaluations and the CONSULTANT's recommended improvements obtained from information received from a technical workshop with County staff, field observations, as-built plans, operational manuals and results of the hydraulic analysis included in the Request for Qualifications.

EXHIBIT A

The CONSULTANT shall perform the following:

- A. Submit a list to the COUNTY of requested information for review and evaluation. This information will include, but may not be limited to, record drawings, atlas maps, engineering reports, hydraulic model, flow data, water demands, etc. CONSULTANT will review and evaluate the information received as it relates to the project.
- B. Identify and comment on any issues or opportunities arising from the data review to the COUNTY for discussion and to obtain concurrence on design related issues.
- C. Review and comment on other permitted and/or scheduled activities that may affect this project.
- D. Run modeling scenarios to confirm the design conditions provided in the Request for Qualifications and to assist with developing operational modes of the station. Notable variances or differing recommendations from the design conditions provided in the Request for Qualifications will be identified and discussed with the COUNTY and Jones Edmunds prior to conclusion. The COUNTY will provide the latest, existing, hydraulic model to the CONSULTANT to perform these services.
- E. Conduct two site visits to review existing conditions and constraints.
- F. Conduct one technical workshop with operational staff to discuss the facility, its operation, and the proposed improvements.
- G. Develop operational strategies for the Isle of Capri Pump Station and Madeira Beach Pressure Reducing Valve.
- H. Outline and evaluate constructability, construction sequences, and by-pass requirements to minimize water service interruptions.
- I. Evaluate flood barrier and louver modifications options to flood proof the structures to 1-ft above current Category III storm surge elevation of 16-ft. Evaluate options to remove rain water from within the courtyard while flood barriers are in place. Evaluate impacts to mechanical ventilation system due to louver modifications.
- J. Prepare a preliminary Opinion of Probable Construction Cost (OPCC).
- K. Prepare and submit the Draft PER to document the design criteria and provide recommendations to improve the civil, mechanical, structural, architectural, electrical, HVAC, and instrumentation aspects of the facilities. Graphical representation and figures will be used where appropriate. Summarize permitting requirements and the findings of the asbestos survey and lead paint screening, and the geotechnical investigation conducted under Tasks 3 and 4 respectively.

EXHIBIT A

L. Facilitate a Draft PER Review Meeting with members of the design team and stakeholders from the COUNTY to discuss the report and its recommendations. Comments received by the COUNTY will be incorporated into the final report. Agenda, sign-in sheet, and meeting minutes will be prepared by the CONSULTANT and distributed to meeting attendees and other identified project stakeholders.

M. Prepare and submit the Final PER.

Task 3 –Pre-renovation Asbestos Survey and Lead Based Paint Screening **\$2,655.00**

Perform a pre-renovation asbestos survey and lead base paint screening to identify potential hazardous waste materials that will need to be contended with during the improvements at the Isle of Capri Pump Station. A final report will be prepared that includes observations, sampling methodologies, analytical results, conclusions and recommendations.

Task 4 –Geotechnical Investigation **\$9,230.50**

Perform a geotechnical investigation consisting of 4 SPTs to a depth of 50-ft below grade at the Capri Isle Pump Station and 1 hand auger to a depth of 10-ft at the Madeira Beach Control Valve to assist with the design of the yard piping improvements and abandonment, and to provide recommendations during construction associated with trench excavations, backfill, compaction and dewatering requirements. A final report will be prepared which will include discussions on the observed settlement around the Capri Isle Pump Station structures and recommendations for repair.

Task 5 – Subsurface Utility Engineering (SUE) **\$5,115.00**

Conduct subsurface utility engineering (SUE) at potential utility conflict areas, pipeline connections and proposed cap/abandonment to confirm location and depth of existing facilities. A total of 10-test holes have been budgeted for this project. Location of the test holes will be shown on the construction plans with a corresponding table showing the results of the test holes including test hole number, utility type, depth to top of pipe, pipe diameter and pipe material.

Task 6 – Survey **\$9,147.00**

CONSULTANT will perform survey services in support of engineering design for the project limits as described below. Survey services and deliverable data will be in accordance with the Pinellas County CADD kit standards and current procedures, including utilizing the most recent Pinellas County CADD kit available after CONSULTANT receives notice to proceed. Survey services will also comply with pertinent Florida Statutes and applicable rules in the Florida Administrative Code. Field survey data will be reduced in production of a final Pinellas County compliant CADD kit drawing and a signed and sealed topographic survey. This survey is to be completed in English Units. Survey work to include the following:

EXHIBIT A

- Establish Project Control: The surveyor will establish sufficient project control (horizontal & vertical) to provide XYZ data for all survey coverage. Project control will utilize the North American Datum of 1983, Florida State Plane West Zone, adjustment of 2011 (NAD83(11)). Vertical datum elevations utilized will be the North American Vertical Datum of 1988 (NAVD88).
- Topographic Survey: The surveyor will perform a topographic survey of the project areas which will include surface drainage structures (inlet grates, manhole, side drains, and mitered end sections); include the invert elevation, size, and type of culverts. Closed drainage systems that cannot be accessed will be noted as such in the final survey, and if so provided, the surveyor may utilize drainage atlas or construction plans to supplement accessible field located data, and this reference data shall be clearly noted on final deliverables. Visible, above grade utility features; edge of pavement; curbs, driveways, and sidewalks; utility poles and overhead wires/cables, fences; trees 5" in diameter (dbh) and greater and their approximate driplines, top of banks/toe for ditches and swales shall be located by the surveyor.
- Limits of this topographical survey shall include the following parcels and extend an additional 10-ft offsite, where accessible, or to the centerline of adjoining streets/ROW:
 - Isle of Capri Pump Station Site
Parcel No. 14-31-15-13248-006-0001
12050 2nd St. East Treasure Island, FL
 - Madeira Beach Control Valve Site
Parcel No. 09-31-15-00000-0130-1400
201 150th Ave Madeira Beach, FL

Task 7- Utility Coordination

\$1,259.00

The CONSULTANT shall execute a design ticket with "Sunshine One" to identify the existing utility owners in the area of the proposed improvements. Aerial drawings of the project area will be submitted to utility owners for markup of existing facilities, which shall be incorporated into the 60% design drawings.

CONSULTANT will submit the 60% design drawings to the utility owners and request the owners verify their utilities are shown correctly on the drawings or to provide markups showing the proper horizontal and vertical locations. Markups received from the private utility owners will be incorporated into the 90% design drawings.

EXHIBIT A

Tasks 8, 9 and 10 – Design Services - 60%, 90% and Final Design

\$144,885.00

- A. Based on the approved PER, the CONSULTANT shall prepare contract documents for the construction of the Project. Plan and profile drawings shall include the latest and appropriate COUNTY standard details, connection details, soil boring, survey information and required permits. Design shall take into consideration the construction and sequencing plans for making connections to existing water mains. Design shall include plans, specifications and sequencing to minimize impacts and to accommodate continuous water supply operations.

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 Civil 3D format per Pinellas County CADD Standard Manual for Survey & Civil Engineering, using the most current COUNTY standards and formatting. Drawings sheets are anticipated to include:

- Cover, General Notes, Drawing Index, Legends and Abbreviations
- Existing Site Plans showing existing elevations and yard piping/vaults.
- Demolition Plans including notes and details relating to the proposed demolition work.
- Civil/Site Plans including overall site plan, paving, grading and drainage plans and civil related note and details.
- Yard Piping Plans including notes and details related to the proposed yard piping/vaults and/or new above grade facilities.
- Mechanical Plans including mechanical equipment plans, sections, schematics, notes and details related to the temporary by-pass components, new pumps, mechanical piping, valves, flow meters, supports and connections.
- Structural Plans including sections and structural related notes and details for the proposed improvements including louver modifications, architectural sign and selected flood barrier system.
- Architectural Plans including profiles, elevations, louver and door details, architectural sign, and architectural related notes and details for the proposed improvements.
- HVAC Plans including related notes and details for the HVAC system and modified louver system.
- Electrical Plans including electrical site plan, power and control plans, lighting plan, grounding plan, single line diagrams, panel schedules, conduit schedules, motor control center, variable frequency drives, and distribution modifications, emergency generator and fuel storage, electrical related notes, diagrams and details.

EXHIBIT A

- Instrumentation Plans including process & instrumentation diagrams (P&IDs) and details for integrating the new equipment into the existing facility SCADA system, instrumentation related notes, diagrams and details.
- B. CONSULTANT shall prepare and submit technical specifications for the materials and installation of the improvements. 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.
- C. CONSULTANT will complete a quantity take-off and develop an Opinion of Probable Construction Costs (OPCC).

A 60% design will be submitted to the COUNTY for review and comment. Based on comments received, plans and specifications will be revised and a 90% design will be submitted for review and comment. Based on comments received, plans and specifications will be revised and Final Design documents will be submitted for bid purposes. Opinions of probable construction costs will be included with each submittal.

- D. Design Review Meetings will be held subsequent to the 60 and 90% Submittal. Agenda, sign-in sheet, and meeting minutes will be prepared by the CONSULTANT for each meeting and distributed to attendees and other identified project stakeholders.

Task 11 – Permitting Assistance

\$17,990.00

The CONSULTANT shall conduct pre-application meetings with the regulatory agencies, prepare and make applications, provide anticipated schedule for receiving permits, and provide responses to Requests for Information (RAI) for the following permits:

- A. Pinellas County Building Department
- B. Southwest Florida Water Management District (SWFWMD) Environmental Resource Permit (Notice General Permit)
- C. Florida Department of Environmental Protection (FDEP) Specific Application to Construct PWS Components (FDEP Form 62-555.900(1)).
- D. Florida Department of Transportation (FDOT) Right-of-Way Utilization Permit (Tom Stewart Causeway SR 666)

COUNTY will be responsible for the emergency generator fuel tank permitting/registration (if required) and for payment of all permit application fees.

EXHIBIT A

Task 12 – Public Outreach and Information

\$32,530.00

The CONSULTANT shall coordinate with Pinellas County staff to develop a public information and community outreach plan which includes:

- 30 hours for meetings, either in person or via telephone, with the overall project team and/or representatives of the project, and coordination with Pinellas County communications.
- Develop key messages for the project; includes one update.
- Develop 8 ½" x 11" color fact sheet using Pinellas County template to include purpose of project, project schedule, and what to expect during construction; includes one revision and up to 1,500 prints.
- Draft up to 10 messages for County distribution through Alert Pinellas and/or social media alerts to notify residents of reduced water pressure or temporary service interruptions.
- Includes up to 10 hours of as-needed support for unanticipated needs public information materials development.
- Draft and finalize up to 2 news releases for distribution by Pinellas County Communications staff.
- Identify potential stakeholders; schedule and attend up to 6 small group meetings with condo associations, rental offices and businesses close to the Isle of Capri pump station and the Madeira Beach pressure reducing valve.
- 15 hours of assistance during construction to assist with resident/business inquiries or complaints, additional stakeholder outreach, County coordinated public outreach, etc.

Task 13 – Bidding Assistance

\$12,526.00

The CONSULTANT shall assist the COUNTY in their effort to solicit bids, facilitate a pre-bid conference, respond to Request for Information (RAIs), evaluate the bids received and award the project. CONSULTANT shall perform the following services:

- A. Prepare Bid Proposal Form with appropriate line items for various categories of work.
- B. Provide summary of work in Microsoft Word format and pdf format and bid form items in Microsoft Excel for use in preparation of contract documents.

EXHIBIT A

- C. Provide "pdf" format files for the COUNTY to post on the COUNTY's procurement website.
- D. Provide responses for all written bidder inquiries.
- E. Prepare and provide addenda responses as agreed with the COUNTY's Project Manager including revisions to construction plans and specifications for the Project.
- F. Evaluate Bids and recommend award.
- G. Prepare two complete sets of conformed documents (plans and specifications) for construction which shall be signed and sealed by the CONSULTANT.
- H. Provide to the COUNTY digital format (electronic files in Civil 3D and pdf files) for the conformed documents.

Task 14 –Engineering Services during Construction

\$126,126.00

It is anticipated that the construction contract will be for 18 months to final completion with 16 months of active construction. It is also anticipated that the COUNTY will provide a qualified full-time resident observer during the course of the construction activities and a project manager to provide all construction administration, as well as coordination with the COUNTY's resident observer and the Contractor on a daily basis. It is the intent of the services outlined below to provide sufficient engineering oversight for the CONSULTANT to be able to certify to the FDEP that the improvements were constructed in substantial compliance with the permit documents. CONSULTANT will rely on the COUNTY's daily observation reports, weekly construction progress photos, monitoring and recording of installed quantities, and reports of workmanship to complete this task. The CONSULTANT shall:

- A. Attend Pre-construction Meeting conducted by the COUNTY.
- B. Review submittals and shop drawings. Develop and maintain a log to track the submittals.
- C. Review and respond to RFIs received from the Contractor as agreed to the COUNTY Project Manager. Develop and maintain a log to track RFIs.
- D. Review Allowance Releases and provide recommendation to the COUNTY.
- E. Review Contractor claims and provide recommendation to the COUNTY.
- F. Review Contractor proposed changes and provide comments to the COUNTY.

EXHIBIT A

- G. Provide review and comment on Contractor pay applications.
- H. Conduct periodic site visits to assess the overall construction progress and to observe major construction events. These visits will be conducted on an average of two, 2.5 -hour trips every week during the 16 months of active construction. A review of the COUNTY's resident observer's daily observation reports, weekly construction progress photos, monitoring and recording of installed quantities will be conducted while on site to be abreast of current activities. These visits will be conducted by the construction administrator. Provide written summary of work observed to COUNTY.
- I. Review material test results including the testing of concrete, soil densities, pipe pressure tests, bacteriological testing, etc. for compliance with the specified criteria. Develop and maintain a log to track material tests.
- J. Attend monthly construction progress meetings conducted by the County.
- K. Attend substantial completion and develop and distribute punch list.
- L. Attend final completion and update punch list. Completion of remaining items to be overseen by COUNTY.
- M. Execute up to two partial clearances, *Certification of Construction Completion and Request for Clearance to Place Permitted PWS Components into Operation* (FDEP Form 62-555-900(9)) and submit to FDEP to place the pump station and storage tank back into service.
- N. Review and provide comments on the redline drawings provided by the Contractor and reviewed and approved by the COUNTY's resident observer. All comments shall be corrected by the Contractor and the revised redline drawings shall be provided to CONSULTANT in electronic Pinellas County CADD kit format. CONSULTANT will prepare and provide the COUNTY signed & sealed record drawings based on the as-builts prepared by the Contractor. CONSULTANT will submit record drawings and associated documents to the regulatory agencies to close out the permits.

CONSULTANT will collect and provide asset management data for the newly installed equipment and materials for COUNTY's use to import into its Maximo database system.

3. DELIVERABLES:

The following Deliverables will be provided in conjunction with this work assignment.

- A. Monthly status report and updated project schedule with invoice

EXHIBIT A

- B. Kickoff and design review meeting minutes
- C. Preliminary Engineering Report ⁽¹⁾
- D. Design drawings, technical specifications & OPCC at 60%, 90% and Final Design ⁽²⁾
- E. Permits identified in Task11
- F. Responses to potential bidder questions during the bid phase
- G. Shop drawing reviews
- H. Contractor RFI review and response
- I. Allowance release review and recommendation
- J. Contractor claim review and recommendation
- K. Contractor work change review and comment
- L. Contractor pay application review and comment
- M. Material testing review
- N. Weekly observation reports
- O. Substantial and final completion punch lists
- P. Record drawings ⁽³⁾
- Q. FDEP clearances
- R. Permit closeout documentation

⁽¹⁾ Draft- Digital Format and up to 5 hard copies

Final- Digital Format and up to 5 signed and sealed hard copies

⁽²⁾ Draft- Digital Format and up to 5 hard copies (24" x 36" drawings)

Final- Digital Format and up to 5 signed and sealed hard copies (24" x 36" drawings)

⁽³⁾ Digital Format and up to 3 signed and sealed hard copies (24" x 36" drawings)

4. OTHER CONSIDERATIONS:

The following items are not included within this scope of services but can be provided as additional services:

- A. Gopher Tortoise Relocation
- B. Wetlands Mitigation
- C. Protected Species-Specific Survey or Permitting
- D. Legal Sketches and Descriptions
- E. Fuel Storage Tank Closure Assessment
- F. Fuel Storage Tank Registration
- G. Permit Application Fees
- H. Evaluation of structures to meet 135 mph wind load
- I. FEMA requirements- finished floor elevations are above 100-year flood elevation

5. PERFORMANCE SCHEDULE:

The schedule for the performance of this Work Assignment is listed below.

<u>Description</u>	<u>Weeks from NTP</u>
Kick-off Meeting	2 week
Draft Preliminary Engineering Report	12 weeks

EXHIBIT A

County Review	14 weeks
Final Preliminary Engineering Report	18 weeks
60% Design Submittal	26 weeks
County Review	28 weeks
90% Design Submittal (Permit Submittal)	40 weeks
County Review	42 weeks
Final Design Submittal (Receive Permits)	52 weeks

McKim & Creed will provide the bid and construction phase services (Tasks 13 and 14) in accordance with the COUNTY's procurement schedule and the subsequent construction contract schedule for the final completion of the project estimated at 18 months.

6. COMPENSATION TO THE CONSULTANT

For the BASIC SERVICES, the COUNTY agrees to pay as follows:

- A Lump Sum Fee of: Thirty One Thousand Six Hundred Fifty Four and 00/100 Dollars (\$31,654.00) for the Task 1 – Project Management

- A Lump Sum Fee of: Sixty Six Thousand Eight Hundred Seventy Six and 00/100 Dollars (\$66,876.00) for the Task 2 - Preliminary Engineering Report

- A Lump Sum Fee of: Two Thousand Six Hundred Fifty Five and 00/100 Dollars (\$2,655.00) for the Task 3 –Asbestos Survey and Lead Based Paint Screening

- A Lump Sum Fee of: Nine Thousand Two Hundred Thirty and 50/100 Dollars (\$9,230.50) for the Task 4 –Geotechnical Investigation.

- A Lump Sum Fee of: Five Thousand One Hundred Fifteen and 00/100 Dollars (\$5,115.00) for the Task 5 –Subsurface Utility Engineering

- A Lump Sum Fee of: Nine Thousand One Hundred Forty Seven and 00/100 Dollars (\$9,147.00) for the Task 6 –Survey

- A Lump Sum Fee of: One Thousand Two Hundred Fifty Nine and 00/100 Dollars (\$1,259.00) for the Task 7 –Utility Coordination

- A Lump Sum Fee of: Sixty Seven Thousand Fifteen and 00/100 Dollars (\$67,015.00) for the Task 8 –60% Design

EXHIBIT A

- A Lump Sum Fee of: Forty Six Thousand Eight Hundred Eight and 00/100 Dollars (\$46,808.00) for the Task 9 –90% Design

- A Lump Sum Fee of: Thirty One Thousand Sixty Two and 00/100 Dollars (\$31,062.00) for the Task 10 –Final Design

- A Lump Sum Fee of: Seventeen Thousand Nine Hundred Ninety and 00/100 Dollars (\$17,990.00) for the Task 11 –Permitting

- A Lump Sum Fee of: Thirty Two Thousand Five Hundred Thirty and 00/100 Dollars (\$32,530.00) for the Task 12 –Public Outreach and Information

- A Lump Sum Fee of: Twelve Thousand Five Hundred Twenty Six and 00/100 Dollars (\$12,526.00) for the Task 13 –Bidding Services

- A Lump Sum Fee of: One Hundred Twenty Six Thousand One Hundred Twenty Six and 00/100 Dollars (\$126,126.00) for the Task 14 – Engineering Services during Construction

The above fees shall constitute the total not to exceed amount of \$459,993.50 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.

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 (\$20,000) for all assignments performed.

Total agreement amount (\$479,993.50).

		Totals							
		\$ 8,592.00	\$ 8,675.50	\$ 30,400.00	\$ 18,225.00			\$ 2,280.00	
Cost Code	Task Description	Task M	Subconsultant #1	Subconsultant #2	Subconsultant #3	Subconsultant #4	Subconsultant #5		
			\$ Hyatt Survey	\$ Driggers (Geotechnical)	\$ Dialogue (Public Relatio	\$ Christie & Christie Assoc (Arch)	\$ Greenfield (Environmental)		
1	PROJECT MANAGEMENT								
	A - Project Kick Off Meeting								
	B - Project Administration								
	C - Quality Assurance/Quality Control								
	D - Internal Coordination								
	E - External Coordination								
2	PRELIMINARY ENGINEERING REPORT								
	A - Data Collection and Review								
	B - Identify & Comment on Issues/Opportunities								
	C - Review and comment on other project activities								
	D - Hydraulic Modeling								
	E - Site Visits								
	F - Technical Workshop								
	G - Develop Operational Strategies								
	H - Constructability/Sequence/By-Pass Requirements								
	I - Flood Barriers, Louvers & HVAC								
	J - Opinion of Probable Construction Cost								
	K - Draft Preliminary Engineering Report					\$ 1,000.00			
	L - Draft Preliminary Engineering Report Meeting								
	M - Final Preliminary Engineering Report					\$ 485.00			
3	PRE-RENOVATION ASBESTOS SURVEY & LEAD BASED PAINT SCREENING								\$ 2,280.00
4	GEOTECHNICAL INVESTIGATION			\$ 8,675.50					
5	SUBSURFACE UTILITY ENGINEERING								
6	SURVEY	\$ 8,592.00							
7	UTILITY COORDINATION								
8	60% DESIGN								
	A - Design Drawings					\$ 3,000.00			
	B - Technical Specifications					\$ 500.00			
	C - Opinion of Probable Cost					\$ 415.00			
	D - Design Review Meeting								
9	90% DESIGN								
	A - Design Drawings					\$ 3,000.00			
	B - Technical Specifications					\$ 500.00			
	C - Opinion of Probable Cost					\$ 415.00			
	D - Design Review Meeting								
10	FINAL DESIGN								
	A - Design Drawings					\$ 2,300.00			
	B - Technical Specifications					\$ 500.00			
	C - Opinion of Probable Cost					\$ 305.00			
11	PERMITTING ASSISTANCE								
	A - Pinellas County Building Department					\$ 945.00			
	B - SWFWMD ERP								
	C - FDEP Specific Application to Construct PWS Component								
	D - FDOT ROW Utilization Permit								
12	PUBLIC OUTREACH AND INFORMATION				\$ 30,400.00				
13	BIDDING ASSISTANCE								
	A - Prepare Bid Proposal Form								
	B - Summary of Work								
	C - PDF Files of Contract Documents								
	D - Respond to Bidder Inquires					\$ 760.00			
	E - Prepare Addenda								
	F - Evaluate Bids and Recommend Award								
	G - Conformed Documents (2 hard copies)					\$ 590.00			
	H - Conformed Documents (Electronic Files)								
14	ENGINEERING SERVICES DURING CONSTRUCTION								
	A - Pre-Construction Meeting								
	B - Review Submittals and Shop Drawings					\$ 1,800.00			
	C - Review and Respond to RFIs					\$ 910.00			
	D - Allowance Release Review and Recommendations								
	E - Claim Review and Recommendations								
	F - Review Proposed Changes and Comment								
	G - Review and Comment on Contractor Pay Applications								
	H - Periodic Site Visits								
	I - Material Testing Review								
	J - Attend Construction Progress Meetings								
	K - Substantial Completion								
	L - Final Completion								
	M - FDEP Clearances								
	N - Record Drawings								
	O - Maximo					\$ 800.00			
	ALLOWANCE		ATTACHMENT - A	ATTACHMENT - B	ATTACHMENT - C	ATTACHMENT - D	ATTACHMENT - E		
	Total	\$ 8,592.00	\$ 8,675.50	\$ 30,400.00	\$ 18,225.00	\$ 2,280.00			

Hyatt Survey Services, Inc.

8/15/2017

Project: Tom Stuart Causeway & Capri Isles Tank Site: **Topographic Route Survey**

Client: McKim & Creed Project Manager: David Wehner, PE

Task (Hours)	Principal (PSM)	PM / Professional Surveyor (PSM)	Survey Technician	Field Crew (2 man)	Fee Per Task
Hourly Rate \$/Hr.	\$155.00	\$125.00	\$86.00	\$130.00	
Task 1: Topographic Survey for Design (Capri Isles Tank Site)					
SubTask 1: Control Survey:					
Field Effort:					
1. Establish Horizontal Control with GPS and/or conventional traverse:				1	\$130.00
2. Establish Vertical Control / Project BM's from NGS/County BM's: No close Benchmarks; Use VRS for Vertical				2	\$260.00
3. Recover/Locate CL and/or ROW monumentation:				2	\$260.00
					\$0.00
Sub Task 2: Topographic Survey :					
Field Effort:					
1. Topographic Route survey of Gulf Blvd.:					
A. Perform Topographic Survey of Tank site				18	\$2,340.00
Office Effort:					
1. Research:					
A. Project Research - ROW/Section/Plat/Last DOR Review:		2	2		\$422.00
B. Project setup for field:			0.5		\$43.00
3. CAD Drafting:					
A. Survey Map/CAD Preparation: PINELLAS CO STANDARDS			11		\$946.00
B. Prepare TIN/DTM file: No Volume Calcs. Incl.					\$0.00
C. Research SUE & prepare SUE Report: N/A					\$0.00
D. Final Project Review and QA/QC:	1	0.5	1		\$303.50
E. Preparation of Final Deliverables:			0.5		\$43.00
4. Reports:					
A. Preparation of Certified Corner Records: N/A					\$0.00
B. Preparation of Survey Report:		0.5	2		\$234.50
Total Hours	1	3	17	23	
					\$0.00
Project Observations/Assumptions:					\$4,982.00
1. Horiz. Datum: NAD '83/'07 or newer					
2. Vert. Datum: NAVD 1988					\$4,982.00

Hyatt Survey Services, Inc.

8/15/2017

Project: Tom Stuart Causeway & Capri Isles Tank Site: **Topographic Route Survey**

Client: McKim & Creed Project Manager: David Wehner, PE

Task (Hours)	Principal (PSM)	PM / Professional Surveyor (PSM)	Survey Technician	Field Crew (2 man)	Fee Per Task
Hourly Rate \$/Hr.	\$155.00	\$125.00	\$86.00	\$130.00	
Task 1: Topographic Survey for Design (Tom Stuart Causeway)					
SubTask 1: Control Survey:					
Field Effort:					
1. Establish Horizontal Control with GPS and/or conventional traverse:				1	\$130.00
2. Establish Vertical Control / Project BM's from NGS/County BM's: No close Benchmarks; Use VRS for Vertical				1	\$130.00
3. Recover/Locate CL and/or ROW/Boundary monumentation:				4	\$520.00
					\$0.00
Sub Task 2: Topographic Survey :					
Field Effort:					
1. Topographic Route survey of Gulf Blvd.:					
A. Perform Topographic Survey of 1/2 ROW plus LS site				8	\$1,040.00
Office Effort:					
1. Research:					
A. Project Research - ROW/Section/Plat/Last DOR Review:		1	1		\$211.00
B. Project setup for field:			1		\$86.00
3. CAD Drafting:					
A. Survey Map/CAD Preparation: PINELLAS CO STANDARDS		1	10		\$985.00
B. Prepare TIN/DTM file: No Volume Calcs. Incl.					\$0.00
C. Research SUE & prepare SUE Report: N/A					\$0.00
D. Final Project Review and QA/QC:		1	1		\$211.00
E. Preparation of Final Deliverables:			1		\$86.00
4. Reports:					
A. Preparation of Certified Corner Records: N/A					\$0.00
B. Preparation of Survey Report:		1	1		\$211.00
Total Hours	0	4	15	14	

Project Observations/Assumptions:
 1. Horiz. Datum: NAD '83/'07 or newer
 2. Vert. Datum: NAVD 1988

\$0.00
\$3,610.00
\$3,610.00

UNIT FEES AND ESTIMATED COSTS

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>UNIT FEE</u>	<u>ESTIMATED AMOUNT</u>	<u>ESTIMATED COST</u>
1.	Mobilization and Demobilization	\$ 375.00 LS	1	\$ 375.00
2.	Coordination of Utility Location	135.00/Hr.	3 Hrs.	405.00
3.	Standard Penetration Test Borings (4 @ 50')			
	a) Soil	14.00/LF	160 LF	2,240.00
	b) Limerock or Cemented Soils	16.00/LF	40 LF	640.00
	c) Borehole Grouting	5.50/LF	200 LF	1,100.00
4.	Hand Auger Boring (3 @ 10 ft.)	10.75/LF	30 LF	322.50
5.	Hand Cone Soundings (3 @ 10 ft.)	3.75/LF	30 LF	112.50
6.	Coring and Patching Of Concrete	64.50 Ea	4	258.00
7.	Laboratory Testing			
	a) Grainsize	32.50 Ea.	8	260.00
	b) Organic Content	32.50 Ea.	5	162.50
	c) Atterberg Limits	70.00 Ea.	4	280.00
8.	CADD Operator	75.00/Hr.	4 Hrs.	300.00
9.	Engineering Analysis and Report	185.00/Hr.	12 Hrs.	<u>2,220.00</u>
TOTAL ESTIMATED COST:				<u>\$ 8,675.50</u>

ATTACHMENT - C

Isle of Capri Pump Station - Pinellas County Public Information & Involvement Program 11-Month Timeframe						
	Dialogue PR Time		Expenses			
	Senior PR Consultant	Admin. Assistant	Graphic Artist	Printing, Postage	Other Direct Costs	Totals
	\$215.00	\$60.00				
Project Coordination, Meetings & Direct Support	30					
	\$6,450.00	\$0.00				\$6,450.00
Public Information Materials Dev.						
Overall project key messages	10					
Overall project fact sheet & updates	15	3	\$1,000.00	\$1,500.00		
Social Media/9-1-1 updates	14					
As-needed	10					
	\$10,535.00	\$180.00	\$1,000.00	\$1,500.00		\$13,215.00
Media Relations Support	10					
	\$2,150.00					\$2,150.00
Community Outreach						
Small group meetings	24			\$200.00		
Misc on-site/complaints	15					
	\$8,385.00			\$200.00		\$8,585.00
Hours Subtotal	128	3				
Totals	\$27,520.00	\$180.00	\$1,000.00	\$1,700.00		\$30,400.00
NOTE: This fee schedule is time and expense. Written materials are estimated to include edits, however, excessive edits may cause consultant time to exceed the allotted scope/fee. Dialogue PR will track time for each task and notify consultant before allotted time is expired.						



ATTACHMENT - D

19 September 2017

Mr. David Wehner
McKim & Creed, PA
1365 Hamlet Ave
Clearwater, FL 33756

RE: Hour and Expenses by Task:
Capri Isle Station Building Renovations
Pinellas County Utilities
Capri Isle Station, City of Treasure Island, FL

Dear David:

Below is the hourly and expense breakdown by task as requested:

Preliminary Engineering Report	(11 hrs. @ \$135) = \$1,485.00
60% Submittal	(29 hrs. @ \$135) = \$3,915.00
90% Submittal	(29 hrs. @ \$135) = \$3,915.00
Final Submittal	(23 hrs. @ \$135) = \$3,105.00
Permitting	(7 hrs. @ \$135) = \$945.00
Bid Phase	(10 hrs. @ \$135) = \$1,350.00
Limited Construction Admin Phase	(26 hrs. @ \$135) = <u>\$3,510.00</u>
	Total = \$18,225.00

If you have any questions or need additional information, please feel free to call me.

Sincerely,

Christie & Christie, Inc

Jack Christie, AIA
President

FEE SCHEDULE:

Asbestos/Lead Inspector (10hrs @ \$60/hr).....	\$600.00
Bulk Samples (estimated 50 @ \$20.00/Sample).....	\$1000.00
XRF Lead Gun Usage (\$300/day).....	\$300.00
Project Management (Reporting - 4hrs @ \$75/hr).....	\$300.00
Administrative Services (2hrs @ \$40/hr).....	\$80.00
Total.....	\$2280.00

- Notes:
- Our client will only be billed for the exact number of bulk samples required to be analyzed in order to comply with the Environmental Protection Agency NESHAP regulation for pre-renovation asbestos inspections.
 - Need an escort during our inspection of the facility.
 - No roofing will be inspected/sampled.
 - Every reasonable effort will be made to inspect the operational water tank facility.
 - Following project award it is estimated that the final reports will be completed in two (2) weeks.



ENGINEERS

SURVEYORS

PLANNERS

EXHIBIT B
ISLE OF CAPRI PUMP STATION AND MADEIRA BEACH
PRESSURE REDUCING VALVE IMPROVEMENTS
Contract No. 167-0007-NC (SS)
SCHEDULE OF RATES
February 14, 2017

Classification	
Hourly Rate(S): Engineering Services	
Principal	\$250
Engineering Manager	\$195
Senior Project Manager	\$185
Technical Specialist III	\$204
Technical Specialist II	\$176
Senior Engineer / Project Engineer IV	\$180
Staff Engineer / Project Engineer II	\$125
Engineer Intern	\$100
Lead Programmer	\$160
Programmer	\$140
Field Technician	\$95
Designer III	\$100
CAD Technician	\$75
Sr. Project Administrator	\$78
Administrative Assistant	\$65
Sr. Project Representative	\$105
Classification	
Hourly Rate(S): Subsurface Utility Engineering	
Utility Engineering Manager	\$170
Utility Engineering Sr. Project Manager	\$150
Utility Engineering Technician II	\$80
Utility Engineering Party (3 Person Crew)	\$160
Classification	
Hourly Rate(S): Geographic Information System (GIS)	
GIS Manager	\$140
GIS Specialist	\$90
GIS Technician	\$76

1365 Hamlet Avenue
 Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

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.



HYATT SURVEY SERVICES, INC.
RATE SCHEDULE
(Effective date January 1, 2017)

<u>BILLING UNIT</u>	<u>HOURLY RATE</u>
<u>Field Crews:</u>	
Field Survey Crew: (2 Person)	\$ 130.00
Note: All Field Crew rates include either robotic total station or RTK GPS equipment.	
<u>Office:</u>	
Survey Technician	\$ 86.00
Professional Surveyor & Mapper	\$ 125.00
Senior Professional Surveyor & Mapper	\$ 155.00
Administrative Assistant:	\$ 50.00

**Pinellas County
Geotechnical and Materials Testing and Inspection Services**

**Fee Schedule
167-007-NC (SS)**

MCKIM AND CREED TEAM

GEOTECHNICAL SERVICES

1.0 ENGINEERING AND PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	UNIT FEE
1.1	Senior Engineer (P.E.)	102.00/Hr.
1.2	Principal Engineer (P.E.)	185.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	57.00/Hr.
1.5	Laboratory Director	135.00/Hr.

2.0 DRILLING SERVICES		
ITEM	DESCRIPTION	UNIT FEE
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon	

	sampling; Standard Truck-Mounted Drill Unit)	
	2.5.1 0-50 Feet	
	i. Soil	14.00/LF
	ii. Rock	16.00/LF
	iii. Cemented Soil (N>50)	16.00/LF
	2.5.2 50-100 Feet	
	i. Soil	16.25/LF
	ii. Rock	18.25/LF
	iii. Cemented Soil (N>50)	18.25/LF

2.6	Track-Mounted Drill Unit	
	2.6.1 0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
	2.6.2 50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.11	Temporary Casing (only if needed)	
	2.11.1 4"	7.00/LF
	2.11.2 6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

3.0 FIELD SERVICES		
ITEM	DESCRIPTION	UNIT FEE
3.1	Double-Ring Infiltration Test (local and depth ≤3 feet [ASTM D-3385])	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

4.0 LABORATORY GEOTECHNICAL TESTING		
ITEM	DESCRIPTION	UNIT FEE
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.



Standard Hourly Service Rates – January 2017

Pinellas County Contract No.: 167-007-NC (SS)

Principal/ Senior Public Relations Counselor	\$ 215
Public Relations Specialist	\$ 160
Graphic Design Subconsultant	\$ 120
Web Programming Subconsultant	\$ 120
PR Coordinator/Administrative Support	\$ 60

P.O. Box 96, Safety Harbor, FL 34695

727-580-9013

www.dialogue-pr.com



2017 Rate Schedule

Principal / Architect

\$ 135.00 / Hour

GREENFIELD ENVIRONMENTAL, INC. PROFESSIONAL FEES FOR MCKIM AND CREED

➤ EPA Certified Asbestos Inspector/Air Monitor	\$60.00/Hour
➤ EPA Certified Lead Inspector/Air Monitor	\$60.00/Hour
➤ Project Manager	\$75.00/Hour
➤ FL Licensed Asbestos Consultant	\$120.00/Hour
➤ Bulk Asbestos Sample Analysis	\$20.00-\$30.00/Sample
➤ Lead Air/Wipe Sample Analysis	\$20.00-\$30.00/Sample
➤ Microbiological Air/Tape Analysis	\$60.00-\$75.00/Sample
➤ Point Count Sample Analysis (Standard)	\$75.00/Sample
➤ Administrative Services	\$40.00/Hour
➤ XRF Lead Gun Usage	\$300.00/Day

Additional professional fees or laboratory analytical rates can be provided on request.

Indoor Air Quality Assessments
Industrial Hygiene Consulting
Asbestos Consulting /Testing

Noise Assessments
Mold Sampling Services
Lead-Based Paint Consulting

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

1. INSURANCE:

- a) Consultant will provide current Certificate (s) of Insurance in accordance with the insurance requirements listed below.
- b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to InsuranceCerts@Pinellascounty.org. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Consultant 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 Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.

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

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

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

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

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

Limits	
Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

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

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

(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:

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

Limits

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

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.

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

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