

***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: Lealman Regional Stormwater Facility – Professional Engineering Services**

**RFP CONTRACT NO. 178-0331-NC (SS)**

**COUNTY PID NO. 003001C**

**NON-CONTINUING FIRM: Kimley-Horn and Associates, Inc.**

**PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND  
ENVIRONMENTAL SERVICES NON-CONTINUING SERVICES  
SAMPLE AGREEMENT  
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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND  
ENVIRONMENTAL SERVICES FOR**

**Lealman Regional Stormwater Facility – Professional Engineering Services**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 2019, 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, Kimley-Horn and Associates, Inc. with offices in St. Petersburg, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY requires **PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND ENVIRONMENTAL SERVICES** associated with support to identify regional stormwater management opportunities and perform all other professional services as may be required for the Lealman Regional Stormwater Facility project in accordance with the Pinellas County stormwater manual, with consideration given to incorporating low impact development (LID) approaches within existing right-of-ways and other opportunity based locations

The Lealman Regional Stormwater Facility project will identify regional stormwater management opportunities within the Lealman Community Redevelopment Area (CRA) to provide stormwater attenuation and treatment for new development and redevelopment, and to improve flooding level of service (LOS) and water quality. The overall regional stormwater management design will adhere to the requirements of the Pinellas County stormwater manual, with consideration given to incorporating low impact development (LID) approaches.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING BIOLOGICAL, PLANNING AND ENVIRONMENTAL 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 the Lealman CRA, 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 documents. The CONSULTANT shall provide the following professional services to prepare an evaluation of regional stormwater attenuation and treatment opportunities for the PROJECT. The PROJECT design shall be based on the following data:

The PROJECT will be used to identify regional stormwater management opportunities within the Lealman CRA that will provide regulatory treatment and attenuation storage and floodplain compensation for new development and redevelopment, and to improve flooding level of service (LOS) and water quality. These objectives will be met, in part, by identifying potential regional stormwater retention locations, refining the existing Joe's Creek watershed model, and developing a Sawgrass Lake Watershed Model for that portion of the watershed in the Lealman CRA. The overall regional stormwater management design will adhere to the requirements of the Pinellas County Stormwater Manual, with consideration given to incorporating low impact development (LID) approaches within existing right-of-ways and other opportunity based locations.

Exhibit A, Scope of Services is attached.

#### a) Required Deliverables

- All deliverables listed in the Tasks in the Scope of Services in Exhibit A

### 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 each task deliverable, 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, 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. The CONSULTANT shall be responsible to adhere to the performance schedule in Exhibit A. The COUNTY may approve deviations from this performance schedule upon written justification from the CONSULTANT.
- 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 deliverables shall be delivered electronically and or on an external hard drive as well as providing reproducible hard copies of the reports. All reports and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

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

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

## 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

- Pinellas County Standards ([http://www.pinellascounty.org/plan/comprehensive\\_plan.htm](http://www.pinellascounty.org/plan/comprehensive_plan.htm) )
- Pinellas County Stormwater Manual ([http://www.pinellascounty.org/plan/pdf\\_files/PC\\_Stormwater\\_Manual.pdf](http://www.pinellascounty.org/plan/pdf_files/PC_Stormwater_Manual.pdf))

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

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE - Not applicable

3.3 CONSTRUCTION PHASE – Not Applicable

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 Not Applicable

3.4.4 Not Applicable

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 the preliminary engineering report 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 Not Applicable

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS - Not Applicable.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES – Not Applicable

#### **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, existing stormwater inventory, previous watershed management plans which the COUNTY may have in its possession.

#### **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, report preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

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

5.3 The CONSULTANT shall participate in PROJECT Conferences with COUNTY staff personnel as defined in Exhibit A, Scope of Services. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 Not Applicable

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 Director of Public Works, or designee.

### **6.3 CONTINGENCY SERVICES**

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

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

### **6.4 ADDITIONAL SERVICES**

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

### **6.5 INVOICING**

The CONSULTANT may submit invoices for fees earned upon completion, and acceptance by the County, of individual tasks. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the fee claimed for each 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 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).

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, Public Works Department, 22211 US Highway 19 North, Clearwater, FL 33765.

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 Sections 2, 3 and Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

### Phase I – Project Screening:

A Lump Sum Fee of: Five Thousand Eight Hundred Ten and 00/100 Dollars (\$5,810.00) for Task 1.0 – Charter Meeting

A Lump Sum Fee of: Twenty-Six Thousand Five Hundred Seventy and 00/100 Dollars (\$26,570.00) for Task 2.0 - Preliminary Data Collection

A Lump Sum Fee of: Twenty-Four Thousand Two Hundred Eighty and 00/100 Dollars (\$24,280.00) for Task 3.0 – Project Siting and Screening

A Lump Sum Fee of: Twenty-One Thousand Four Hundred Ninety and 00/100 Dollars (\$21,490.00) for Task 4.0 – Stakeholder & Community Engagement

### Phase II – Concept Development:

A Lump Sum Fee of: Fifteen Thousand Seven Hundred Thirty and 00/100 Dollars (\$15,730.00) for Task 1.0 – Additional Data Collection

A Lump Sum Fee of: One Hundred Twenty-Three Thousand Four Hundred Two and 00/100 Dollars (\$123,402.00) for Task 2.1 – Decision Support Modeling – Existing Conditions Model

A Lump Sum Fee of: Twenty-Eight Thousand Five Hundred and 00/100 Dollars (\$28,500.00) for the Task 2.2 – Decision Support Modeling – Pollutant Load Model

A Lump Sum Fee of: Forty-Eight Thousand Six Hundred Twenty and 00/100 Dollars (\$48,620.00) for Task 3.0 – Proposed Conditions Assessment - Proposed Conditions Model

A Lump Sum Fee of: Fifty-Three Thousand Five Hundred Ninety-Eight and 00/100 Dollars (\$53,598.00) for Task 4.0 – Development of Stormwater Credit System

A Lump Sum Fee of: Twenty-Four Thousand Eighty and 00/100 Dollars (\$24,080.00) for Task 5.0 – Summary Report

A Lump Sum Fee of: Seventeen Thousand Eight Hundred Seventy and 00/100 Dollars (\$17,870.00) for Task 6.0 – Stakeholder & Community Engagement



The above fees shall constitute the total not to exceed amount of Three Hundred Eighty-Nine Thousand Nine Hundred Fifty and 00/100 Dollars **(\$389,950.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Ten Thousand Fifty and 00/100 Dollars **(\$10,050.00)** for Task 7.0 – Contingent Services.

7.4 Total agreement amount Four Hundred Thousand and 00/100 Dollars **(\$400,000.00)**.

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

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

## **SECTION 8 PERFORMANCE SCHEDULE**

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

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

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

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

## **SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

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

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

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

**SECTION 10  
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

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

**SECTION 11  
SATISFACTORY PERFORMANCE**

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

**SECTION 12  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13  
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

**SECTION 14  
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15  
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18  
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19  
TRUTH IN NEGOTIATIONS**

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

**SECTION 20  
SUCCESSORS AND ASSIGNS**

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

**SECTION 21  
INTEREST ON JUDGMENTS**

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

**SECTION 22  
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23  
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for seven hundred thirty (**730**) 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, Appendices, and Attachments 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: Kimley-Horn and Associates, Inc.


PINELLAS COUNTY, by and through its Board of County Commissioners

By:   
Print Name: SCOTT W. GILNER, PE  
Title: VICE PRESIDENT Date: 3/6/2019

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

ATTEST:


ATTEST:

By:   
Print Name: Nathan Lee  
Title: Associate Date: 3/6/19

Ken Burke, clerk of the Circuit Court  
By: \_\_\_\_\_  
Deputy Clerk \_\_\_\_\_ Date: \_\_\_\_\_



(CORPORATE SEAL)

APPROVED AS TO FORM  
By:   
Office of the County Attorney \_\_\_\_\_

**Exhibit A**

**SCOPE OF SERVICES**

**ENGINEERING CONSULTING SERVICES**

**Contract No.: 178-0331-NC (SS)**

**Lealman Regional Stormwater Facility – Professional Engineering Services**

**County PID: 003001C**

**Prepared for:**

**Pinellas County Public Works  
Stormwater and Vegetation Division  
14 S. Fort Harrison Avenue  
Clearwater, FL 33756**

**Prepared by:**

**Kimley-Horn  
100 2<sup>nd</sup> Avenue South, Suite 300S  
St. Petersburg, FL 33701**

**February 2019**



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## SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and Kimley-Horn (hereinafter referred to as the CONSULTANT) relative to the project described as follows:

### I. PROJECT TITLE

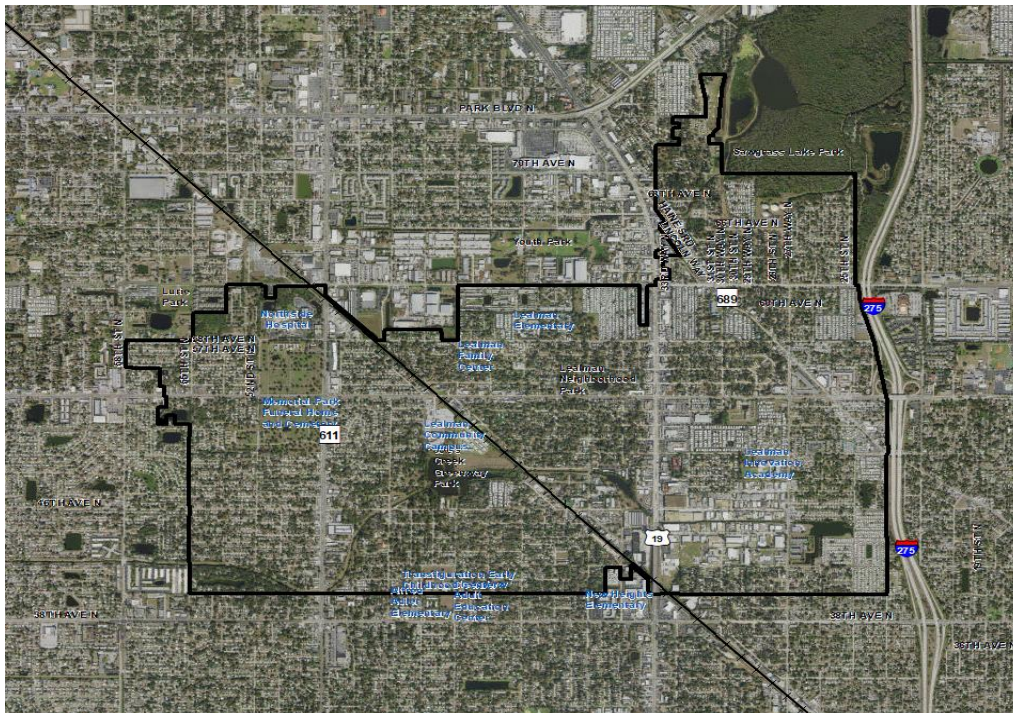
Lealman Regional Stormwater Facility - Professional Engineering Services

### II. OBJECTIVE

The Lealman Community Redevelopment Area (CRA), in association with the COUNTY, has identified the need to address flood protection level of services deficiencies within the CRA district. The CRA has also identified objectives to encourage redevelopment by offering assistance with meeting stormwater regulations. These needs and objectives will be addressed through the development of the Lealman Regional Stormwater Facility. The development of the Lealman facilities must be linked to the goals of the CRA, which are intrinsically tied to devising a solution that is socially, economically, and environmentally sustainable.

### III. PROJECT LOCATION

The boundary of the CRA (approximately 2,525 acres) is provided in the map below. The CRA generally lies west of Interstate 275, north of 38th Avenue, east of 55th Street and south of 62nd Avenue in Pinellas County Florida.



*CRA Boundary Map*

The professional services required to deliver this project will be broken down into 2 Phases as described below.

#### IV. PROJECT SCOPE OF WORK

The general scope of this project is to identify and assess opportunities for regional stormwater retention for the Lealman CRA and develop a stormwater credit system in general accordance with:

- Nine elements listed in United States Environmental Protection Agency (USEPA) 319(h) Guidance Manual (<https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>),
- Southwest Florida Water Management District (SWFWMD) standards ([http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP\\_Guidance\\_Documents/](http://ftp.swfwmd.state.fl.us/pub/GWIS/WMP_Guidance_Documents/))
- Pinellas County Standards (<http://www.pinellascounty.org/plan/SurfaceWaterMgmt.htm>) as applicable.

### Phase I – Project Screening

#### Task I.1.0: Charter Meeting:

Upon the notice-to-proceed, the CONSULTANT will attend a Charter Meeting at the COUNTY's headquarters. The focus of the meeting be used to outline the vision, goals and objectives of the project; discuss schedule and flow of information; and the nature of the deliverable. Specific attention will be given toward the phasing of the project and the need to do so. The CONSULTANT in collaboration with the COUNTY will discuss the objectives sought in developing the Project Siting and Screening (Task I.3) such that the efficacy of the credit system and siting of the Regional Stormwater Facility will be reasonable (Phase II – Project Concept Development). The Charter meeting will be used to introduce key team members and the development of a Steering Committee. The Steering Committee is envisaged to include key COUNTY staff, key members from the CONSULTANT team and potentially representatives from the public (i.e. discussion of identifying an Ombudsman - a person that is the voice of the people and has strong ties to civic organizations, local businesses, and/or religious leaders) and will provide guidance on the delivery of the project. Further, the meeting will be used to establish key points of contacts and the dissemination of information.

To support the meeting, the CONSULTANT will prepare a location exhibit to be referenced during the Charter Meeting. The COUNTY will develop and prepare collateral materials (i.e. power point slides of project area, exhibits, aerials, current landuse, etc.) to facilitate subject matter discussions.

Deliverables:

- Attend 1 Charter meeting and prepare exhibit
- Prepare meeting highlights.

#### Task I.2.0: Preliminary Data Collection:

The CONSULTANT will review available information to help facilitate the delivery of this project with an initial specific emphasis on Phase I. Data within the CRA boundary to be collected and reviewed includes:

- Stormwater inventory (*to be provided by the COUNTY*);
- Joe's Creek Watershed Management Plan – includes schema and model (*to be provided by the COUNTY*);
- Geographic Information System (GIS) layer identifying homogeneous areas of landuse/landcover and stormwater infrastructure (*to be provided by the COUNTY*);

- Sawgrass Lake Watershed Management Plans – includes schema and model(s) *(to be obtained by the CONSULTANT)*;
- Latest Digital Elevation Model (DEM) *(to be provided by the COUNTY)*;
- Flooding Level of Service (LOS) criteria *(to be provided by the COUNTY)*;
- Utility coverage for potable water, wastewater, and reclaimed water *(to be provided by the COUNTY)*;
- Natural gas coverage *(to be obtained by the CONSULTANT)*;
- Flooding hot spots and Agile work requests *(to be provided by the COUNTY)*;
- Existing and future land-use coverage *(to be provided by the COUNTY)*;
- Natural Resources Conservation Service Soils coverage *(to be obtained by the CONSULTANT)*;
- Summary of existing reports and ongoing studies and projects within the COUNTY as shown in the table below *(to be provided by the COUNTY)*. A status summary will be provided to the CONSULTANT by the COUNTY.

<b>Table 1 – Summary of Recent Projects</b>
Joe’s Creek Watershed Management Plan (Watershed Evaluation, Floodplains Analysis, Surface Water Resource Assessment, Level of Service Determinations, Best Management Practices (BMP), Alternatives Analysis)
Joe’s Creek Watershed Model Peer Review
Lealman Central Area Improvements – Preliminary Engineering Study: Stakeholder Involvement & Public Outreach
Lealman Community Redevelopment Area Plan
Northwest Lealman Drainage Study
Lealman Mobility & Complete Streets Plan
54th Avenue Complete Streets Concept Plan
Pinellas Gateway/Mid-County Area Master Plan

- Population data, Socioeconomic data and indices values *(to be provided by the COUNTY)*;
- County owned parcels and existing Right of Way (ROW) *(to be provided by the COUNTY)*;
- Summary of projects completed within past 12 months *(to be provided by the COUNTY)*;
- Summary of upcoming projects scheduled within next 24 months *(to be provided by the COUNTY)*.

The CONSULTANT will conduct a gap level summary of the collected data to be used in support of the Project Siting and Screening task. For the COUNTY-provided data, CONSULTANT shall reasonably rely upon the accuracy, timeliness, and completeness of the information. Immediate data gaps or missing information will be brought to the attention of the COUNTY. *(As the CONSULTANT absorbs and uses the data as part of the delivery of the project, there may be future requests for clarification, quality or missing data.)*

**Deliverables:**

- Technical Memorandum summarizing data collection
- Up to 2 web meetings to discuss data collection and missing information
- Data collected and as pertinent will be reconciled into a geodatabase (GDB)

### **Task I.3.0: Project Siting and Screening:**

The CONSULTANT in collaboration with the COUNTY and Steering Committee will evaluate the different areas of the CRA with an aim towards focusing efforts on the siting of the Regional Stormwater Facility(ies). Effort for this task also includes some research with SWFWMD or others to validate screening criteria. Components of this task will consist of 2 face-to-face meetings with the County to aid in the screening process. The screening process will consider:

- Use of proposed parcels (with goal of preserving job creation opportunities);
- Avoid frontage on collector and arterial roadways;
- Proposed development densities – (i.e. market data);
- Existing and proposed infrastructure (i.e. stormwater, transportation);
- Topography - Contributing area of runoff;
- Proposed land-use - definition of maximum impervious area;
- Public feedback on current and past concerns within the Lealman CRA (*Provided by the COUNTY*);
- Feasibility;
- Long term benefits to COUNTY’s Community Rating System (CRS) program;
- Soils;
- Flood protection level of service;
- Areas without stormwater management or treatment;
- Approximate pollutant load reduction potential;
- Potential for Environmental Assessment(s) (i.e. Phase 1 type audit).

The screening and siting process will be evaluated based on available data. The CONSULTANT will not develop additional datasets.

The potential project sites and associated screening criteria developed may be amended based on input from the Steering Committee, COUNTY and CONSULTANT. The CONSULTANT will rank the sites and provide a tabulated score to the COUNTY for final vetting and approval. Once approved by the COUNTY, the CONSULTANT will use the vetted project sites for further review of the Regional Stormwater Facility(ies) and credit system in Phase II.

#### **Deliverables:**

- Technical Memorandum summarizing Siting and Screening Process
- Up to 2 face-to-face meetings with the COUNTY
- Up to 2 meetings – (1) with the SWFWMD or (1) another Water Management District
- Preparation of meeting highlights

## **Task I.4.0: Stakeholder and Community Engagement:**

Outreach efforts will take place at key points during the project and build off previous and ongoing activities within the Lealman CRA. The community engagement and stakeholder meetings will be used to engage the public in the planning process, gain information and support from technical staff as well as members of the community, and educate both the Project Team (COUNTY and CONSULTANT) and the public collectively to support the delivery of the project. The information gathered from these engagement methods will be used to help guide the development of the plan by assessing vulnerabilities, devising collaborative alternatives and prioritizing recommendations.

### Steering Committee

At the beginning of the project, a Steering Committee (SC) will be created in consultation with the COUNTY. After the Charter meeting (Task I.1) the composition of the SC will be determined. Up to two (2) meetings with the SC will occur during Phase I. The first of the two meetings will be a kickoff meeting with the SC and the second will be during Task I.3 (Project Siting and Screening).

### Stakeholder Meetings

A preliminary list of stakeholders will be developed after the Charter meeting (Task I.1) by the CONSULTANT based on direction from the COUNTY and revisited once Phase II commences. This task includes up to two (2) stakeholder meetings occurring during Phase I.

### Online Public Information

The CONSULTANT will provide general project information (goal and purpose of project, plan view, timelines) for the COUNTY to host and maintain a project specific website.

### Public Workshops

The CONSULTANT will prepare for and help facilitate up to two (2) rounds of public workshops to gather input for the project. **(This task is for one of the public workshops to take place during Phase I).** The workshop locations will be determined by the COUNTY. Workshops advertisement and promotion will be the responsibility of the COUNTY. The public workshops will be in an open house format with a short introductory/update presentation, followed by stations to gather input from participants. Supporting mapping, graphics, and materials will be determined by the COUNSULTANT in collaboration with the COUNTY and SC and will be reviewed by the COUNTY before becoming finalized. The workshops will be staffed by both the CONSULTANT and the COUNTY. Additional outreach with the materials created will be the responsibility of the COUNTY including additional printing and staffing of events. The CONSULTANT has included an allocation for developing a survey (in collaboration with the COUNTY and SC) to accompany each of the workshops. Some initial questions may include:

- Do you understand the concept of a Regional Stormwater Facility?
- What park amenities are conducive to the proposed site plan? (provide multiple choice answers)

Task Deliverables:

- Creation of a Steering Committee and preparation and facilitation of up to two (2) meetings
- Preparation and facilitation of up to two (2) stakeholder meetings
- Facilitation of one (1) of public workshop including preparation of material as defined above

## **End of Phase 1**

***The CONSULTANT will commence services for Phase II of this project based on a written notice from the COUNTY.***

## **Phase II – Project Concept Development**

*Based on the information collected in Phase I above, there may be amendments that will require revision(s) to the scope of services provided below. The scope as presented below is provided as a means for delivering the project to a conceptual level. Any future scope revisions will be coordinated and negotiated between the COUNTY and CONSULTANT in writing and as per the requirements in Contract 178-0331-NC(SS).*

### **Task II.1.0: Additional data collection:**

To support the delivery of the vetted project area from Phase I, the CONSULTANT will collect the following data:

- Site visit to confirm and/or support any assumptions from Phase I;
- Environmental Resource Permits (ERPs) *(to be obtained by the CONSULTANT)*;
- Coordination with COUNTY staff including field section crew leaders for historical flooding information in the area;
- Event Mean Concentrations (EMCs) per land use category *(to be provided by the COUNTY)*;
- Additional underground utility information will be obtained through the coordination of a design ticket from Sunshine One (811);
- Available as-built drawings *(to be provided by the COUNTY)*;
- Available finished floor elevations within the project area *(to be provided by the COUNTY)*;
- Closed Circuit Television (CCTV) footage of the storm sewer within the project as available *(to be provided by the COUNTY)*;
- Rainfall, testimonials, high water mark, and gauge data *(to be obtained by the CONSULTANT)*.

Pinellas County Survey and Mapping will provide a property research package. This research package includes easements, vacations and other ownership data not found on plats.

Deliverables:

- Technical Memorandum summarizing data collection
- Data collected and as pertinent will be reconciled into a geodatabase

### **Task II.2.0: Decision Support Modeling**

#### ***Task II.2.1: Existing Conditions Numerical Model:***

Based on the vetted siting area(s) from Phase I above, the CONSULTANT will prepare a local numerical decision support model (using Streamline Technologies' Interconnected Channel and Pond Routing version 4 (ICPRv4)) of the contributing runoff area for the Regional Stormwater Facility(ies). The basis of the model will primarily be the datasets used in the development of the Joes Creek Watershed Management Plan and to a limited extent the Sawgrass Lake Watershed Management Plan. Supplementing the relevant data collected in Phases I and II of this project, the CONSULTANT will refine the level of detail in the existing Watershed datasets to establish an "existing conditions model" to represent the current hydrologic and hydraulic features of the contributing area and approximate flooding in the area of interest. The level of refinement to existing datasets is estimated to involve the re-delineation of subbasins and parameterization of hydrologic and hydraulic parameters (i.e. time of concentration, initial conditions, storage, etc.) in the proximity of the sited area. **The entire CRA area will not be updated to a local level.** Concurrently the CONSULTANT will conduct a topographic void review based on new ERPs issued within the study area after the publication of the pertinent Watershed Management Plan (i.e. Joe's Creek or Sawgrass Lake) compared to the DEM. The CONSULTANT will identify topographic voids. No adjustments will be made to the DEM for these topographic voids. The changes will be made to the model itself based on parameters from up to 5 ERPs. (Additional parameter efforts beyond 5 ERPs will be brought to the attention of the COUNTY to discuss as a means of moving forward either through additional funds from the Contingent Services task (II.7.0) or other approved mechanisms.) Based on the findings of the topographic void review, if specific structure information is needed for new areas of development, the CONSULTANT will collaborate with the COUNTY to obtain as-built or plan information, or where necessary, collect the required data through drop down measurements (**conventional surveying will not be performed**). The CONSULTANT will coordinate with their subconsultant partner (Jones Edmunds) to conduct a peer review of the basins and model parameters. The peer review will focus on the reasonableness of the basin delineations and model parameters utilizing the provided Digital Elevation Model, land-use, as-built information and supporting datasets. The peer review findings will be summarized in a comment shapefile and will be provided to the COUNTY as part of an interim review submittal once the model schematization has been prepared. The CONSULTANT will participate in a face to face review meeting with the COUNTY to review comments. Following the meeting, the CONSULTANT will address (one-round) reasonable comments in the form of a geodatabase comment response and will continue with the development of existing flood projections.

The existing conditions model will be verified against a previous storm where reasonable flooding testimonials, high water marks and gauge data are available. Once the model has been reasonably verified, the CONSULTANT will conduct an existing conditions Level of Service (LOS) determination within the study area based on the COUNTY's criteria. The CONSULTANT will generate flood extents for 10-year, 25-year, and 100-year/24-hour storm events. The CONSULTANT will provide a draft memorandum with existing condition assessments and include a geodatabase. This task includes a face-to-face meeting with the COUNTY to discuss the draft deliverables and approach for Task II.3

#### Deliverables:

- Existing Conditions Assessment technical memorandum with an existing conditions LOS determination (3 hard copies and an electronic version PDF of the same)
- A digital copy of the ICPRv4 model
- Two (2) web meetings for project coordination
- Face to face review meeting – this meeting estimates that the COUNTY will provide review comments using the comment shapefile provided by the CONSULTANT. The CONSULTANT will attend the meeting.
- Geodatabase of study area in ArcGIS



### ***Task II.2.2: Decision Support Modeling – Pollutant Load Model:***

The CONSULTANT will perform a pollutant load analysis to establish an existing baseline conditions pollutant loading. Input data used for this pollutant load analysis will include:

- Landuse layer obtained in Task I.2.0 and reviewed as part of Task II.2.1;
- Event Mean Concentrations per landuse category obtained in Task II.2.1;
- Existing Best Management Practices identified from provided ERPs.

The CONSULTANT will establish a baseline water quality target condition that serves to measure improvements over time and is consistent with regulatory requirements and the Pinellas County Stormwater Manual.

Deliverables:

- Pollutant Load Model and Technical memorandum summarizing pollutant load analysis results – *this deliverable will be included with the II.2.1 deliverable*
- One web meeting for project coordination

### **Task II.3.0: Proposed Conditions Assessment – Proposed Conditions Model**

Based on the existing conditions assessment, the CONSULTANT will develop and model proposed conditions at the chosen project facilities. CONSULTANT will model up to two additional variations of the proposed projects to compare their results to the existing conditions model and pollutant load assessment to assess their ability to reduce flooding and provide water quality treatment for the Project Area. The deliverable of this task will include the preparation of a technical memorandum to summarize the results for the proposed conditions and variations. The outputs of the technical memorandum shall include:

- Proposed project and variations - shall include sketches (developed in GIS and overlaid on top of current aerials) only;
- Flood protection LOS improvements (10/25/100) and load reduction for each variation;
- Summary of potential design constraints and construction issues for each variation based on available obtained data;
- Identification of potential properties to purchase and/or property right acquisition (i.e. easements);
- Preliminary Engineer's Opinion of Probable Construction Cost. Construction costs are to be based on the most current costs obtained from the Florida Department of Transportation (FDOT) Construction Contract History and confirmed by the COUNTY;
- Potential Environmental Permitting requirements – develop permitting matrix;
- A curve of pollution load reductions versus costs consistent with investment maximization.

This task includes a visit to the COUNTY's office to discuss the draft deliverable.

Deliverables:

- Proposed Conditions technical memorandum;

- A digital copy of the proposed condition ICPR model and model runs (including supporting calculations and input and results files) and associated GIS files
- Face to face COUNTY meeting

#### **Task II.4.0: Development of Stormwater Credit System**

Using the results from Task II.3.1, with direction from the COUNTY and Steering Committee, the CONSULTANT will conduct an econometric analysis to devise a stormwater credit purchase system for future development within the Project area. The aim of the analysis will be to assess the monetary value of water quality and water quantity provided by the Regional Stormwater Facility(ies). To support this effort the CONSULTANT will:

- assess capital and operational costs (COUNTY stormwater systems);
- inventory the re-developable land within the study area;
- correlate applicable hydrology (i.e. defining rain event);
- development/regulation review of codes as applicable – prepare gap analysis;
- correlate future market data;
- establish retention criteria – (i.e. Pinellas County Stormwater Manual);
- assessment of credit lifespan – establish limits;
- timing of credit implementation based on certification;
- develop a scoring matrix for onsite development improvements and removal efficiencies;
- establish a baseline for the credits for integration with the purchase system;
- review and provide summary of funding mechanisms;
- finalize concept with SWFWMD and COUNTY Development Review Services.

Deliverables:

- Technical memorandum summarizing process and results
- Up to three (3) face-to-face meetings to discuss and review content

#### **Task II.5.0: Summary Report**

The CONSULTANT will prepare a report that summarizes the processes and results obtained in Phases I and II of this project. The report will generally follow the flow of tasks as outlined in this scope and will combine the efforts of the previous technical memorandums submitted. The layout of the report will include:

- Cover sheet
- Fly sheet
- Executive Summary
- Table of Contents
- Project Background
- Content based on technical memoranda
- Recommendations
- Conclusions

The report will also include:

- Overall plan view of the proposed project (no profile sheets)
- Site/park amenities (plan call-outs)
- Typical supporting details (i.e. control structure, sideslopes, typical pond cross-section, etc.)

A Preliminary Engineer's Opinion of Probable Construction Cost will be prepared for the proposed project. (Construction costs are to be based on the most current costs obtained from the FDOT Construction Contract History and as confirmed by the COUNTY.)

Deliverables

- Face to face meeting to review report
- Two (2) final copies (signed and sealed)

**Task II.6.0: Stakeholder and Community Engagement**

Steering Committee

CONSULTANT will attend one (1) SC meetings during Phase 2.

Stakeholder Meetings

CONSULTANT will attend one (1) stakeholder meetings during Phase 2.

Online Public Information

The CONSULTANT will provide general project information (goal and purpose of project, plan view, timelines) for the COUNTY to host and maintain a project specific website.

Public Workshops

- One (1) public workshops will take place during Phase 2.

Task Deliverables:

- One (1) SC meetings
- Preparation and facilitation of up to one (1) stakeholder meetings
- One (1) public workshop including preparation of material as defined previously in Phase I

**Task II.7.0: Contingent Services**

This line item is for contingent services requested by the COUNTY for the CONSULTANT to perform. The COUNTY will provide written authorization for the CONSULTANT to provide contingent services based on the proposed work elements required and in agreement with the CONSULTANT. The services will not exceed the line item amount, \$10,050.00 (ten thousand fifty dollars). Services may include but are not limited to: Environmental Audits (Phase I), Ecological Assessments, Limited Geotechnical Services, Public meeting, Limited Surveying, etc.

**Assumptions applying to all Tasks.**

- The location of the meetings and logistics at the meeting place will be the responsibility of the COUNTY.
- Deliverables will be issued as a draft for review by the COUNTY. We have estimated an approximate 2-week review time frame for the comments. After receiving the comments from the COUNTY, the CONSULTANT will reconcile the comments/edits into a final version. The CONSULTANT will address one round of COUNTY comments.

- All Stakeholder and Community Engagement logistics as it relates to securing meeting locations, procuring safety, providing visual and audio platforms, internet connections, and invitations to the public are the responsibility of the COUNTY.

**V. COMPENSATION – Attachment A includes the line item breakdown**

<b>Phase I – Project Screening</b>	<b>Lump Sum task fees</b>
Task I.1.0 – Charter Meeting	\$5,810
Task I.2.0 – Preliminary Data Collection	\$26,570
Task I.3.0 – Project Siting and Screening	\$24,280
Task I.4.0 – Stakeholder & Community Engagement	\$21,490
<i>Phase I subtotal</i>	<i>\$78,150</i>
<b>Phase II – Concept Development</b>	
Task II.1.0 – Additional data collection	\$15,730
Task II.2.1 – Decision Support Modeling – Existing Conditions Model	\$123,402
Task II.2.2 – Decision Support Modeling – Pollutant Load Model	\$28,500
Task II.3.0 – Proposed Conditions Assessment - Proposed Conditions Model	\$48,620
Task II.4.0 – Development of Stormwater Credit System	\$53,598
Task II.5.0 – Summary Report	\$24,080
Task II.6.0 - Stakeholder & Community Engagement	\$17,870
Task II.7.0 – Contingent Services	<i>\$10,050</i>
<i>Phase II subtotal</i>	<i>\$321,850</i>
<b>Grand Total</b>	<b>\$400,000</b>

**VI. PROJECT SCHEDULE**

CONSULTANT shall commence professional services upon written receipt of Notice to Proceed from COUNTY. The estimated time necessary to deliver this project is estimated at approximately 720 days after the notice to proceed – see Attachment B. Phase I is estimated at approximately 7 months. For informational purposes a preliminary schedule for Phase II is also included.

Kimley-Horn  
 Lealman Regional Stormwater Facility - Professional Engineering Services  
 February 2019

**\$400,000 = Total Cost**

Project Number:

Phase	Task Number	Task Description	Tasks:	Senior Project Manager	Senior Professional Engineer	Professional Engineer	Engineering Intern	Senior Planner	Senior Outreach Specialist	Senior Scientist	Senior Designer	GIS Specialist	Administrative/Clerical	Total Hours	Labor Costs (\$)	Southeast Surveying and Mapping	* Jones Edmunds	* Angie Brewer and Associates	Driggers Engineering Services	Task Costs
I	1	Charter Meeting	Prepare & attend charter meeting	4		6	6	6				2		30	\$4,800.00					\$4,800.00
			Prepare Highlights	1			2						2	5	\$620.00					\$620.00
			Project Management & Invoicing	1									2	3	\$390.00					\$390.00
			<b>Subtotals</b>	<b>6</b>		<b>6</b>	<b>8</b>	<b>6</b>	<b>6</b>			<b>2</b>	<b>4</b>	<b>38</b>	<b>\$5,810</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$5,810</b>
I	2	Preliminary Data Collection	Collect data	6		24	40							70	\$9,340.00					\$9,340.00
			Flag Voids	8		24	32		6					70	\$9,870.00					\$9,870.00
			GDB development			2	16							18	\$2,120.00					\$2,120.00
			2 Web meetings	4		4	4							12	\$1,940.00					\$1,940.00
			Technical Memorandum	4		6	8							18	\$2,680.00					\$2,680.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>24</b>	<b>0</b>	<b>60</b>	<b>100</b>	<b>0</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>192</b>	<b>\$26,570</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,570</b>
I	3	Project Siting & Screening Criteria	Screening development	16	8	12	20	12	6	3		16		93	\$14,720.00					\$14,720.00
			Technical Memorandum	4	2		4	2	2	3			2	19	\$3,140.00					\$3,140.00
			2 meetings with the County	6		8				2				16	\$2,840.00					\$2,840.00
			2 meeting with WMD	8		8								16	\$2,960.00					\$2,960.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>36</b>	<b>10</b>	<b>28</b>	<b>24</b>	<b>14</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>16</b>	<b>4</b>	<b>148</b>	<b>\$24,280</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,280</b>
I	4	Stakeholder & Community Engagement	2 Steering committee mtgs	6		6	8		6					26	\$4,130.00					\$4,130.00
			2 Stakeholder meetings	4		6	6		4					20	\$3,110.00					\$3,110.00
			1 Public workshop	8		8	16	8	38			8	2	88	\$13,630.00					\$13,630.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>20</b>	<b>0</b>	<b>20</b>	<b>30</b>	<b>8</b>	<b>48</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>138</b>	<b>\$21,490</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$21,490</b>
II	1	Additional Data Collection	Data collection	4		9	60							73	\$9,080.00					\$9,080.00
			GDB update	4		9	20					8		41	\$5,360.00					\$5,360.00
			Technical Memorandum	1		2	2						2	7	\$900.00					\$900.00
			Project Management & Invoicing	1									2	3	\$390.00					\$390.00
			<b>Subtotals</b>	<b>10</b>	<b>0</b>	<b>20</b>	<b>82</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>124</b>	<b>\$15,730</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$15,730</b>
II	2.1	Decision Support Modeling – Existing Conditions Model	Develop existing conditions model	50		150	230					10		440	\$60,050.00		\$11,532			\$71,582.00
			Field measurements				40				6			46	\$5,260.00					\$5,260.00
			Meeting with County	6		8	8							22	\$3,420.00					\$3,420.00
			Verification	8	8	20	80							116	\$15,360.00					\$15,360.00
			Level of Service Analysis	16	8	40	80					20		164	\$22,200.00					\$22,200.00
			2 web meetings	8		8	16							32	\$4,800.00					\$4,800.00
			Project Management & Invoicing	2									4	6	\$780.00					\$780.00
			<b>Subtotals</b>	<b>90</b>	<b>16</b>	<b>226</b>	<b>454</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>36</b>	<b>4</b>	<b>826</b>	<b>\$111,870</b>	<b>\$0</b>	<b>\$11,532</b>	<b>\$0</b>	<b>\$0</b>	<b>\$123,402</b>
II	2.2	Decision Support Modeling – Pollutant Load Model	Develop and run model											0	\$0.00		\$23,380			\$23,380.00
			Web meeting	2										2	\$460.00					\$460.00
			Technical Memorandum	3		8	18						2	31	\$4,040.00					\$4,040.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>7</b>	<b>0</b>	<b>8</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>37</b>	<b>\$5,120</b>	<b>\$0</b>	<b>\$23,380</b>	<b>\$0</b>	<b>\$0</b>	<b>\$28,500</b>
II	3.0	Proposed Conditions Assessment - Proposed Conditions Model	Proposed conditions analysis	26	6	72	188	6	4			6		308	\$41,280.00					\$41,280.00
			Technical Memorandum	8	2	4	12	2				2	6	36	\$5,240.00					\$5,240.00
			Web meeting	4		4								8	\$1,480.00					\$1,480.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>40</b>	<b>8</b>	<b>80</b>	<b>200</b>	<b>8</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>356</b>	<b>\$48,620</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$48,620</b>
II	4.0	Development of Stormwater Credit System	Data inventory	10	16	28	24	14	4	4		6		106	\$16,680.00					\$16,680.00
			Code review & gap analysis			1		30						31	\$5,840.00					\$5,840.00
			Establish baseline credit	10	40	12		16		4		2	2	86	\$15,680.00			\$4,908		\$20,588.00
			Technical Memorandum	6	9	12			4					31	\$5,430.00					\$5,430.00
			3 face to face meetings	12		12							2	26	\$4,600.00					\$4,600.00
			Project Management & Invoicing	2									2	2	\$460.00					\$460.00
			<b>Subtotals</b>	<b>40</b>	<b>65</b>	<b>65</b>	<b>24</b>	<b>60</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>8</b>	<b>4</b>	<b>282</b>	<b>\$48,690</b>	<b>\$0</b>	<b>\$0</b>	<b>\$4,908</b>	<b>\$0</b>	<b>\$53,598</b>
II	5.0	Summary Report	Prepare draft	8	8	18	48	8	4		20	2	4	120	\$16,720.00					\$16,720.00
			Meeting Review	4		6	4		4					18	\$2,880.00					\$2,880.00
			Address comments and finalize report	2		8	12			4	2	2	2	30	\$3,860.00					\$3,860.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>16</b>	<b>8</b>	<b>32</b>	<b>64</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>24</b>	<b>4</b>	<b>8</b>	<b>172</b>	<b>\$24,080</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$24,080</b>
II	6.0	Stakeholder & Community Engagement	1 Steering committee mtg	3		3	4		3					13	\$2,065.00					\$2,065.00
			1 Stakeholder meeting	2		3	3		2					10	\$1,555.00					\$1,555.00
			1 Public workshop	8		8	16	8	38			8	2	88	\$13,630.00					\$13,630.00
			Project Management & Invoicing	2									2	4	\$620.00					\$620.00
			<b>Subtotals</b>	<b>15</b>	<b>0</b>	<b>14</b>	<b>23</b>	<b>8</b>	<b>43</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>2</b>	<b>115</b>	<b>\$17,870</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,870</b>
II	7.0	Contingent Services													\$10,050.00					\$10,050.00
			<b>Subtotals</b>												<b>\$10,050.00</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$10,050.00</b>
			<b>Grand Subtotal</b>	<b>304</b>	<b>107</b>	<b>559</b>	<b>1,027</b>	<b>112</b>	<b>131</b>	<b>16</b>	<b>24</b>	<b>98</b>	<b>50</b>	<b>2,428</b>	<b>\$360,180</b>	<b>\$0</b>	<b>\$34,912</b>	<b>\$4,908</b>	<b>\$0</b>	<b>\$400,000</b>

NOTES:  
 \* See attached pages



Angie Brewer & Associates, LC  
 9080 58th Drive East, Suite 200  
 Bradenton, Florida 34202  
 Ph: (941) 756-5800

PROJECT BUDGET BY: **JONES EDMUNDS**  
 PROJECT NAME: **Lealman Regional Stormwater Facility - Professional Engineering Services**  
 SUBMITTED: **2/7/2019**

TITLE/ JOB DESCRIPTION	SENIOR PROJECT MANAGER	SENIOR PROFESSIONAL ENGINEER	PROFESSIONAL ENGINEER	ENGINEER INTERN	GIS SPECIALIST	ADMIN/CLERICAL ASSISTANT	Labor Detail	Line Item Costs
<b>Personnel Hourly Rate</b>	<b>\$214.00</b>	<b>\$184.00</b>	<b>\$133.00</b>	<b>\$104.00</b>	<b>\$105.00</b>	<b>\$72.00</b>		
II.2.1 EXISTING CONDITIONS NUMERICAL MODEL (MODEL REVIEW)	2.0	8.0	40.0	32.0	8.0	2.0		\$11,532.00
II.2.2 POLLUTANT LOAD MODEL	8.0	4.0	60.0	80.0	40.0	8.0		\$23,380.00
Develop and run model		4.0	42.0	80.0	40.0		\$18,842	
Web Meeting	2.0		6.0				\$1,226	
Technical Memorandum	6.0		12.0			8.0	\$3,312	
<b>Total Hours</b>	<b>10.0</b>	<b>12.0</b>	<b>100.0</b>	<b>112.0</b>	<b>48.0</b>	<b>8.0</b>		
<b>Costs</b>	<b>\$2,140</b>	<b>\$2,208</b>	<b>\$13,300</b>	<b>\$11,648</b>	<b>\$5,040</b>	<b>\$576</b>		<b>\$34,912</b>

**Cost Proposal**

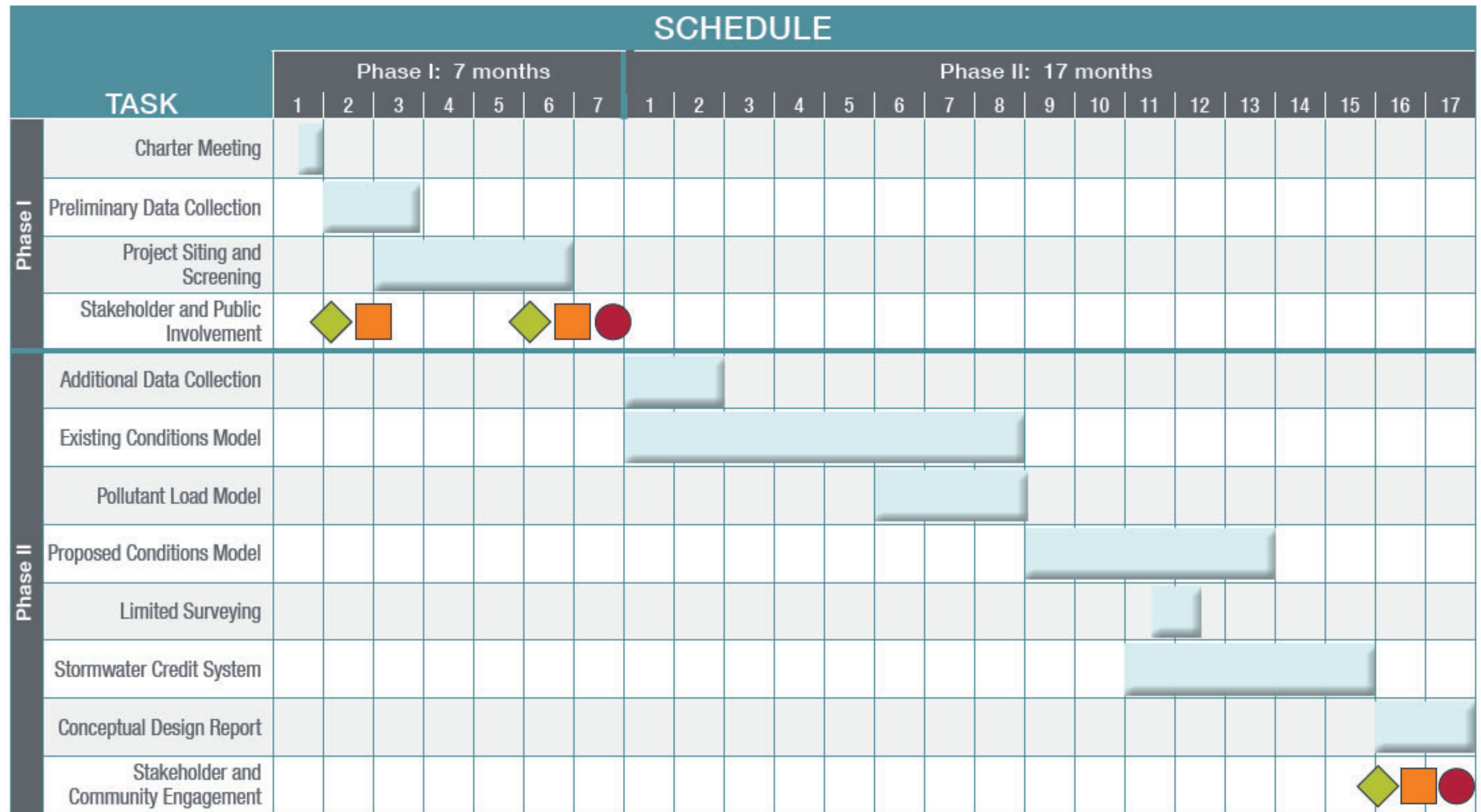
**Project Information**

<b>Project Name</b>	Lealman Regional Stormwater Facility - Professional Engineering Services
<b>ABA Proposal Number</b>	217-900-0201
<b>Community Name</b>	Pinellas County, FL
<b>Client Name</b>	Kimley-Horn and Associates, Inc.

**Schedule of Rates**

Labor Category	Hourly Rate	No. of Hours	Total
Principal	\$ 176.00	5.00	\$ 880.00
Senior Funding Manager	\$ 147.00	12.00	\$ 1,764.00
Funding Coordinator	\$ 100.00	4.00	\$ 400.00
Senior Funding Specialist	\$ 95.00	12.00	\$ 1,140.00
Computer Technician	\$ 62.00	2.00	\$ 124.00
Administrative/Clerk II	\$ 60.00	10.00	\$ 600.00
<b>Total Proposal</b>			<b>\$ 4,908.00</b>

ATTACHMENT B





**Kimley-Horn and Associates, Inc.  
Loaded Billing Rates  
For Lealman Regional Stormwater Facility  
Pinellas County**

**Exhibit B**

<b>CLASSIFICATION</b>	<b>BILLING RATE</b>
Senior Project Manager	\$230.00
Senior Professional Engineer	\$190.00
Professional Engineer	\$140.00
Engineering Intern	\$115.00
Senior Planner	\$190.00
Senior Outreach Specialist	\$165.00
Senior Landscape Architect	\$175.00
Senior Scientist	\$170.00
Senior Designer	\$130.00
GIS Specialist	\$110.00
Administrative/Clerical	\$80.00



**Lealman Regional Stormwater Facility**

**Contract Number: 178-0331-NC**  
**Southeastern Surveying And Mapping Corporation**  
**Billing Rates**

<b><u>Position Category</u></b>	<b><u>Billable Rate</u></b>
Surveyor & Mapper PSM	\$138.95
Project Manager	\$153.05
G.I.S. P.E.	\$72.61
G.I.S. Analyst	\$75.62
G.I.S. Technician	\$68.99
Sr. Technician	\$91.93
CADD Technician	\$76.99
2-Man Survey Crew Rate	\$128.81
3-Man Survey Crew Rate	\$167.99
4-Man Survey Crew Rate	\$213.62



**EXHIBIT B  
Hourly Rate Sheet**

**Jones Edmunds & Associates, Inc.**

**RFP 178-0331-NC (SS)**

**Pinellas County Lealman Regional Stormwater Facility**

<b>Labor Category</b>	<b>Jones Edmunds' Classification</b>	<b>Hourly Rate</b>
Senior Project Manager	Senior Project Manager	\$ 214
Senior Professional Engineer	Senior Engineer	\$ 184
Professional Engineer	Project Engineer	\$ 133
Engineering Intern	Engineer Intern or Associate Scientist	\$ 104
GIS Specialist	Senior GIS Technician	\$ 105
Administrative/Clerical	Administrative Assistant	\$ 72



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**Pinellas County  
Lealman Regional Stormwater Facility  
Contract No. 178-0331-NC (SS)**

<b>Labor Category</b>	<b>Hourly Rate</b>
Principal	\$176.00
Senior Funding Manager	\$147.00
Senior Project Manager II	\$128.00
Funding Coordinator	\$100.00
Senior Funding Specialist	\$95.00
Compliance Specialist	\$76.00
Computer Technician	\$62.00
Administrative/Clerk II	\$60.00

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**EXHIBIT B**

**Fee Schedule**

**GEOTECHNICAL SERVICES**

<b>1.0 ENGINEERING AND PROFESSIONAL SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
1.1	Senior Engineer (P.E.)	162.00/Hr.
1.2	Principal Engineer (P.E.)	185.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	65.00/Hr.
1.5	Laboratory Director	135.00/Hr.

**Sarasota**

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saroffice@driggers-eng.com

**Clearwater**

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Phone: 727.571.1313 • Fax: 727.471.6653  
clwoffice@driggers-eng.com

**Spring Hill**

Phone: 727.471.6657  
Fax: 727.471.6653  
sphilloffice@driggers-eng.com



<b>2.0 DRILLING SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$383.00 LS
2.2	Mobilization of Specialized Track or Swamp Equipment	Quoted Per Project Needs
2.3	Mobilization and Demobilization of Barge and Drilling Equipment	Quoted Per Project Needs
2.4	Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day])	355.00/Hr.
	2.4.1 Portable Self-Propelled Barge and Work Boat	970.00/Day
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
	2.5.3 100-150 Feet	
	i. Soil	19.25/LF
	ii. Rock	23.00/LF
	iii. Cemented Soil (N>50)	23.00/LF
	2.5.4 150-200 Feet	
	i. Soil	26.25/LF
	ii. Rock	31.75/LF
	iii. Cemented Soil (N>50)	31.75/LF

**2.0 DRILLING SERVICES**  
(Continued)

ITEM	DESCRIPTION	UNIT FEE
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
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
	2.10.1 NX Size (approximately 2 1/8")	48.50/LF
	2.10.2 2.5" Diameter	64.50/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.



<b>3.0 FIELD SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
3.1	Double-Ring Infiltration Test (local and depth $\leq 3$ feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.45/LF
3.3	Hand Cone Penetrometer	3.75/LF.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
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)	38.50 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.

**4.0      LABORATORY GEOTECHNICAL TESTING**  
(Continued)

ITEM	DESCRIPTION	UNIT FEE
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 192.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	425.00 Ea.
4.11	Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	231.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

**5.0      SOILS**

ITEM	DESCRIPTION	UNIT FEE
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$60.00 Per Trip	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	368.50 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion 5.14.1      pH Determination (ASTM D4972) Agricultural	27.50 Ea. 37.50 Ea.



<b>6.0 CONCRETE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	60.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	132.00/Set
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	44.00 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	71.50/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	77.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

**7.0 AGGREGATE TESTING**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	49.50 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	165.00 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	49.50 Ea.
7.8	Field Sampling for Laboratory Tests	60.00/Hr.



<b>8.0 SOIL-CEMENT</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	70.00/Hr.
	8.5.2 Core Bit Charge	2.50/LI
	8.5.3 Thickness Determination	5.50 Ea.
	8.5.4 Repair of Core Hole	5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	60.00/Hr.

<b>9.0 ASPHALT</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
9.1	Asphalt Design	
	9.1.1 F.D.O.T. with Three Bitumen Contents	\$ 975.00 Ea.
	9.1.2 F.A.A. Design with Four Bitumen Contents	1,625.00 Ea.
9.2	Asphalt Plant Inspection	
	9.2.1 Senior Technician Inspector	70.00/Hr.
9.3	Field Inspection during Paving Activities	
	9.3.1 Senior Technician Inspector	70.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring	
	9.6.1 Technician Time and Equipment	70.00/Hr.
	9.6.2 Additional Diamond Bit Charge	2.50/LI
	9.6.3 Repair of Core Hole	8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	60.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.



<b>10.0 PILING INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$ 65.00/Hr.

**NOTES**

1.	Services required by client on an overtime basis (in excess of 8 hours per day, Saturday, Sunday or Holidays) will be charged the quoted rate x 1.2.
2.	Fees for other services provided by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> will be supplied upon request.
3.	All hourly rates are charged portal to portal.
4.	Four (4) report copies will be provided by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> Additional copies will be charged at a rate of Cost + 15%.
5.	Any equipment rental will be charged at Cost + 15%.
6.	Out-of-town expenses, should they be required, will be billed at Cost + 15%.
7.	All prices are effective for one (1) year and are subject to renegotiation at that time.
8.	In-place field density testing is performed with a minimum of \$70.00 per trip.

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

## 1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to award.
- b) Consultant shall email certificate that is compliant with the insurance requirements to [ssteele@pinellascounty.org](mailto:ssteele@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 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 Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** 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 Consultant to the County at least thirty (30) days prior to the expiration date.
  - (1) Consultant 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 Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; 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.
- 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.*

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (1) All subcontracts between Consultant and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to 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.
  - (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



<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (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
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- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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.

- (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

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

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.

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