

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.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Professional Construction Engineering & Inspection (CEI)

Services RFP CONTRACT NO. 167-0010-CN

CONTINUING FIRM: H.W. Lochner Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES
FOR
PUBLIC WORKS DEPARTMENT

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and H.W. Lochner Inc., with offices in Tampa, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION (CEI) SERVICES to support the County's capital improvement programs on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL CONSTRUCTION ENGINEERING & INSPECTION SERVICES requisite to the management needs of the COUNTY Public Works Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY requires the support of the Continuing Engineering CONSULTANT to provide Construction Engineering and Inspection (CEI) Professional Engineering Services to assist the Public Works Department with the implementation of the Capital Improvement Program. CEI Consultants shall be pre-qualified with the Florida Department of Transportation (FDOT) and will, if applicable to the project, be required to perform all Federal Highway Administration (FHWA) requirements for FDOT Local Agency Program (LAP) Agreement Projects. CEI services will be performed in full compliance with County/FDOT requirements and guidelines for CEI services.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY'S Public Works Construction Management Division Director or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT. The CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the same field under similar conditions and in similar locations. The CONSULTANT shall use due care in performing in an engineering capacity and shall have due regard for acceptable standards of all engineering principles.
- 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, or for compensatory damages associated thereto.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S supervisor, manager or designee. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. If required by the COUNTY, the CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. If required by the COUNTY, the CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship

to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all comments made by the COUNTY, within five (5) calendar days of their receipt, and shall incorporate appropriate adjustments resulting from the exchange into the project, and/or work efforts, within the timeframe approved by the COUNTY.
- G. The CONSULTANT shall maintain all records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and types of deficiencies found, and the corrective actions taken. All records shall be kept at the primary office site. These records shall be available to the County upon request during the term of this Agreement and provided to the COUNTY at the completion of the individual work assignment.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The services performed by the CONSULTANT shall be in accordance with applicable professional and industry standards and the COUNTY'S Public Works' Construction Contract Administration and Construction Observation Reference Manual, all or in part. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one or more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal or greater abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in

suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.

- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in Autodesk Civil 3D, latest version and in accordance with Pinellas County CADD Standards latest edition complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure Studies and Investigations, Project Scope Preparation, Project Design, Conduct/Assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection
 - E. Project Management support and preparation of independent cost estimates
 - F. Status meetings at a minimum of one each month
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee
- 3.1.5 Other Services. (Services to be defined with each specific WORK assignment) which may include, but not limited to:
 - A. Survey Work – Assist the COUNTY in conducting surveys of construction projects. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - B. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - C. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Autodesk Civil 3D, latest version and in accordance with Pinellas County CADD Standards, latest edition.

3.2 GENERAL ADMINISTRATION

3.2.1 It shall be the responsibility of the CONSULTANT to administer, monitor, and inspect the Construction Contract such that the Project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

3.2.2 The CONSULTANT shall observe/monitor the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the COUNTY, and advise the Contractor to correct such observed discrepancies.

3.2.3 The CONSULTANT shall advise the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

3.2.4 The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

3.3 OFFICE AUTOMATION

3.3.1 The CONSULTANT shall comply with the COUNTY's Business Technology Services Resource and Security Standards and supply such equipment necessary to comply with the terms of this Agreement. The computer equipment shall have the latest security software and updates installed and functioning so as to prevent unauthorized access to the COUNTY'S network and data resources.

3.3.2 The CONSULTANT shall use Microsoft Word 2007 and Microsoft Excel 2007 or latest version compatible with the COUNTY'S word processing and spreadsheet software. The CONSULTANT shall have e-mail capabilities.

3.3.3 The CONSULTANT will furnish computer services/software needed for project scheduling, documentation, and control (Expedition, LINKS, Adobe Acrobat Professional, Primavera/Suretrak, Claim Digger, etc.).

3.3.4 All computer coding shall be input by CONSULTANT personnel using equipment furnished by CONSULTANT.

3.3.5 Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

3.4 FIELD OFFICE

The COUNTY'S Construction Field Offices/Trailers will be included in the Construction Contract as a per day pay items as deemed appropriate by the COUNTY. The Contractor shall obtain all necessary permits and certificates of occupancy for setting up the field office and making utility connections to city, COUNTY or local facilities. The cost of occupancy permits shall be included in the pay items for construction field offices. The field offices will be furnished and will meet the requirements of the Construction Contract.

3.5 VEHICLES

The Consultant shall provide vehicles that will be equipped with appropriate safety equipment and must be able to effectively perform requirements of this Agreement. Vehicles shall have the name of the consulting firm visibly displayed on both sides of the vehicle.

3.6 FIELD EQUIPMENT

3.6.1 The CONSULTANT shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those nonconsumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.

3.6.2 Hard hats shall have the name of the consulting firm visibly displayed.

3.6.3 Equipment described herein and expendable materials under this AGREEMENT will remain the property of the CONSULTANT and shall be removed upon completion of the work.

3.6.4 The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

3.7 LICENSING FOR EQUIPMENT OPERATIONS

3.7.1 The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The CONSULTANT shall make the license and supporting documents available to the COUNTY for verification, upon request.

3.7.2 Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

3.8 LIAISON

3.8.1 The CONSULTANT shall keep the COUNTY Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and shall seek input from the COUNTY Construction Project Manager in order for the COUNTY Construction Project Manager to oversee the CONSULTANT'S performance.

3.8.2 Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the COUNTY Construction Project Manager.

3.9 SURVEY CONTROL

3.9.1 If required in the project specific scope of services, the CONSULTANT shall check or establish the survey control baseline(s) along with sufficient baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to:

- A. Make and record such measurements as are necessary to calculate and document quantities for pay items
- B. Make and record preconstruction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project
- C. Perform incidental engineering surveys

3.9.2 Question or requests for "Waiver of Survey" should be directed to the COUNTY.

SECTION 4 PERFORMANCE SCHEDULES

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY'S Director of Public Works Construction Management Division Director or Designee who is a COUNTY employee and/or a Purchase Order for a specific task assignment.

- B. If required by the COUNTY, the CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

- 5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:
- A. Copies of contract documents, construction plans, specifications, special provisions, existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Construction Project Manager.

6.4 CONSULTANT 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

Invoices may also be sent via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in subject line.

Each invoice shall include, at a minimum:

- Consultant's name
- Remittance address
- Invoice number
- Date
- Amount due
- Purchase order number
- Name of County Department that order the services
- Name and phone number of County contact person
- Name of Project, identification number and description
- Any additional information identifying the work assignment

Payment may be delayed if the invoice is missing information. Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

The County may dispute any payments invoiced by CONSULTANT 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.

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon in writing prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on an hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A, and only for positions tasked by the County required for the project. All hourly rates include direct/indirect overhead which includes but not limited to consultant invoicing, general staff supervision, testing and safety equipment, vehicles, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel (required by the COUNTY associated with the Work Assignment) outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed six million dollars (\$ 6,000,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 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 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; and Work Assignments authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9
ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 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. The CONSULTANT may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the CONSULTANT: 1) shall provide a written explanation to the Purchasing Department and the responsible COUNTY department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible COUNTY department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the CONSULTANT must verify in writing to the Purchasing Department and the responsible COUNTY department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10
SATISFACTORY PERFORMANCE

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

During the term of this Agreement and all supplements thereof, the COUNTY will review various phases of CONSULTANT operations, such as inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. The CONSULTANT shall cooperate and assist COUNTY representatives in conducting the reviews. If deficiencies are indicated, the CONSULTANT shall implement remedial action immediately upon the approval of the COUNTY Construction Project Manager. COUNTY suggestions/comments and CONSULTANT responses/actions are to be properly documented by the CONSULTANT'S Project Manager or designee. No additional compensation shall be allowed for remedial action taken by the CONSULTANT to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

1. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one (1) week of notification.
2. Replace personnel whose performance has been determined by the COUNTY to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.

3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the CONSULTANT's responsibility.
4. Increase the scope and frequency of training of the CONSULTANT'S personnel.

SECTION 11 RESOLUTION OF DISAGREEMENTS

11.1 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.

11.2 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 12 CONSULTANTS ACCOUNTING RECORDS

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

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

12.3 The COUNTY reserves the privilege of auditing a CONSULTANT'S records as such records relate to compensation for services between the COUNTY and said Consultant. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 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 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project and/or work assignment for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The CONSULTANT must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The CONSULTANT 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.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

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

**SECTION 16
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 contract, and it is not acting as an employee of Pinellas County. The 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 the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
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 contract 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 contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation 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 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

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, allegations of 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 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations 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 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

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 CONSULTANTS 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 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, 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.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager Custodian of public records at 727-464-3311, purchase@pinellascounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.


**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: H.W. Lochner Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: David A. Twiddy, Jr.
Title: Senior Vice President Date: 5/15/17

By: _____
Chairman Date: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

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

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 2,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

EXHIBIT C



CONSULTANT CONSTRUCTION ENGINEERING INSPECTION (CEI) & CONSTRUCTION CONTRACT ADMINISTRATION (CCA) PROJECT SPECIFIC POSITION DESCRIPTIONS – AS TASKED BY COUNTY

CEI PROJECT MANAGER – High school graduate or the equivalent, with sufficient experience to be knowledgeable in County consultant agreement administration, particularly task driven assignments. Responsible for task assignment coordination, submittal preparation and follow through, including the assignment of personnel, tracking of effort, invoicing, and recovery.

CEI SENIOR PROJECT ENGINEER - A Civil Engineer degree and be registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards.

CEI PROJECT ADMINISTRATOR - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex bridge structures. Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration.

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties.

CEI SENIOR INSPECTOR – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex bridge structures. Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator or Chief Inspector.

CEI INSPECTOR - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in bridge and/or roadway construction inspection. Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors.

CEI ENVIRONMENTAL SPECIALIST - A bachelors degree with a major in one of the physical or natural sciences or engineering and two (2) years of professional experience in environmental protection, regulation or health; one of the physical or natural sciences; or engineering; or a Masters degree in one of the physical or natural sciences or engineering and one (1) year of professional experience described above; or a doctorate in one of the physical of natural sciences or engineering or one (1) year of experience as an Environmental Specialist I with the State Of Florida. Receives general instruction regarding assignments and is expected to exercise initiative, and independent judgment in the solution of work problems. Must have knowledge of the terminology, principles, data collection, and analytical techniques and procedures of the physical or natural sciences. Also must have ability to collect, evaluate, analyze, and interpret scientific or technical data.

CEI PUBLIC INFORMATION SPECIALIST – High school graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for a at least three (3) years.

CCA CONSTRUCTION MANAGER - A Civil Engineering degree or equivalent and be registered as a certified construction manager and six (6) years of construction management experience in construction management of public infrastructure and transportation construction projects, or for non-degreed personnel the aforementioned registration and ten (10) years of construction management experience in construction management of public infrastructure and transportation construction projects. Qualifications include the professional management applied to the planning, design, and construction of projects from inception to completion for the purpose of controlling time, scope, quality and cost. Must have the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction management administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with County standards.

CCA ASSISTANT CONSTRUCTION MANAGER - A Civil Engineering degree or equivalent and be registered as a certified construction manager in training (or the ability to acquire the CMIT in 1 year) and two (2) years of construction management experience in public infrastructure and transportation construction projects, or for non-degreed personnel the aforementioned registration and five (5) years of construction management experience in public infrastructure and transportation construction projects. Qualifications include the assisting the Construction Manager with professional management applied to the planning, design, and construction of projects from inception to completion for the purpose of controlling time, scope, quality and cost. Must have the ability to communicate effectively in English (verbally and in writing); assist in directing highly complex and specialized construction management administration and inspection program; assist in planning and organizing the work of subordinate and staff members; assist in developing and/or reviewing policies, methods, practices, and procedures; and reviews programs for conformance with County standards.

CCA PROJECT SUPERVISOR – Minimum Qualification Requirements of 6 years engineering or construction management, contract administration or directly related experience with an understanding of Computer Automated Drafting (CAD) systems that includes supervision or supervisory training and project management experience or project management training, or a Bachelor's degree in civil engineering, construction management or related field with a basic understanding of the use of Computer Automated Drafting (CAD) systems and 3 years experience as described above; or an equivalent combination of education, training and/or experience. Experience in engineering related, technical, and contract administration project management work that may involve acquisition of plans, procurement administration, execution, supervision, and technical/engineering evaluation of public works construction contracts, project plans, and activities. Responsibility for public works planning, contract administration, and construction oversight processes including assignments with complex and diversified projects involving design, construction, review, and maintenance of a variety of public works roads and drainage programs or facilities. Exercise considerable independent judgment in resolving problems and supervising technical activities.

CCA PROJECT CONTROLS SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction management experience having performed/assisted in project related duties (i.e., progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Should exercise independent judgment in planning work details and making technical decisions related to the contract administration aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Duties include overseeing and coordinating the County's project related data to ensure there is a flow of information internally and externally which provides all stakeholders with pertinent information that will aid in facilitating the timely delivery of all projects and ensures all are within scope, well-communicated, resourced effectively, meet the needs of CCA requirements and contribute to the site source data collection effort.

CCA MATERIAL TESTING LIAISON - High school graduate or equivalent plus two (2) years experience in construction inspection, one (1) year of which shall have been in material testing laboratory oversight. Responsible for performing assignments in assisting Resident Construction Manager in development of Sampling Testing Reporting Guide and monitoring the QA/QC program over construction material testing. Receive general supervision from the Resident Construction Manager and the Project Supervisor who reviews work while in progress.

CCA/CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluates data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CCA/CEI SECRETARY/CLERK TYPIST - High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior staff.

CCA UTILITY PROJECT MANAGER - Monitor utility coordination to ensure it is in reasonable conformance to the plans the County's standards, policies and procedures. Provides overall guidance to the utility coordinator.

CCA UTILITY COORDINATOR – This position provides daily management and support for all utility relocation and adjustment activities during construction. Provide utility constructability review, Directly oversee advance relocation activities including: utility re-design submittals, permit requests, advance clearing, grubbing and staking requirements, Provide oversight of individual UAO's to ensure compliance with executed Utility Work Schedules, Conduct weekly utility field meetings to track progress of relocation/installation activities and ensure all planned work is performed in accordance with Contractor's schedule, Attend weekly construction progress meetings, Assist in reviewing, documenting and resolving potential utility related claims, Monitor JPA budget and assist in obtaining proper authorization for use of contingency funds and/or additional funds, Coordinate unforeseen conflicts to keep utility work on schedule, Acts as liaison between utility and contractor to ensure contractor's schedule is maintained, Obtains final as-built plans of final utility adjustments and/or installations.

EXHIBIT D

CEI SCOPE OF SERVICES

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CONSTRUCTION ENGINEERING & INSPECTION (CEI) SCOPE OF SERVICES

SCOPE STATEMENT AND OBJECTIVE

This Scope of Services is for **(Name of Consultant)**. ("**Consultant**") to provide construction engineering, inspection, and construction contract administration services ("**Services**") to **Pinellas County** ("**OWNER**") related to the **(Name of Project)** ("**Projects**"). The services provided by the Consultant shall be in accordance with the Pinellas County Construction Contract Administration Manual.

SCOPE OF SERVICES

CONSULTANT will assist **OWNER** with ongoing **Project** implementation by conducting the following tasks:

TASK SERIES 2000 - MEETING ADMINISTRATION

Objective: Conduct and document construction phase meetings in order to facilitate effective **Project** communications.

CONSULTANT

Activities:

2005 - Preconstruction Conference

- Identify with **OWNER** and Contractor the parties to be included in the meeting.
- Notify all parties as to the time and place of the meeting. Provide preliminary agenda for attendee input.
- Prepare final meeting agenda and produce copies for all expected participants for distribution at meeting.
- Prepare meeting place and provide for meeting documentation.
- Incorporate meeting discussions in final preconstruction meeting minutes.
- Distribute meeting minutes to all persons in attendance and to parties on meeting notice list not in attendance.

2010 - Construction Meetings

- Provide standard formats for meeting agenda, notes and attendance rosters to promote consistent identification of meeting notes for filing and cross referencing purposes.
- Establish date, place and agenda for regular construction meetings.
- Determine who is to be involved and notify them of schedule.
- Arrange for adequate meeting room and furnishings.
- Prepare agenda and distribute copies to those in attendance.
- Conduct meetings and document discussions.
- Distribute meeting minutes to all in attendance, and predetermined attendees not in attendance, within one week of meeting.

TASK SERIES 2100 - SUBMITTALS ADMINISTRATION

Objective: Provide administrative and technical support for the administration, review and approval of Contractor's submittals to determine Contractor's understanding of material and equipment requirements.

CONSULTANT

Activities:

2105 - Review and Approval of Shop Drawing Submittal Schedule

- Review Shop Drawing Submittal Schedule.
- Notify Contractor of acceptance or rejection noting deficiencies and requesting correction of them and resubmittal.
- Distribute copies of approved schedule to design team members responsible for Shop Drawing reviews.

2110 - General Administration of Submittals

- Receive, log and distribute submittals received from Contractor to design team for review.
- Provide timely review and re-distribution of Shop Drawings, miscellaneous submittals, and other submittal information.
- Establish organized storage for samples and a tracking log for samples.

2115 - Review of Shop Drawing Status and Scheduling

- Review weekly the approved submitted schedule and the actual Shop Drawing Log for comparison.
- Review Shop Drawing Submittal Log in regard to requirements that all Shop Drawings must be submitted and approved prior to percent completion defined in Contract Documents.
- Utilize Shop Drawings Submittal Schedule as a checklist item for application for payment.
- Notify Contractor of deficiencies.
- Address general status of Shop Drawings at Construction Meetings.
- Address Contractor's requests for Shop Drawing review of critical equipment and materials prior to having an approved submittal schedule.

2120 - Evaluate Requests for Substitution

- Review substitution requests in terms of quality, cost, constructability and secondary **Project** impact.
- Assist **OWNER** in negotiating any cost or time considerations, additive or deductive, associated with a product substitution.

TASK SERIES 2200 - SCHEDULE ADMINISTRATION

Objective: Obtain, through the Contractor, a detailed construction schedule that meets the Contract Document requirements and is useful for monitoring construction progress throughout the **Project**.

CONSULTANT Activities:

2205 - Review and Approval of Initial Construction Schedule

- Review schedule for major elements of the **Project** and for conformance to any specified schedule sequences and completion dates.
- Notify Contractor with acceptance or rejection noting deficiencies and requesting correction and re-submittal.

- Meet with **OWNER** and Contractor to reconcile disputed schedule deficiencies and document reconciliation of disputed deficiencies.

2210 - Documentation of Construction Progress

- Estimate value of partially completed elements of the Schedule of Values.
- Provide monthly reports to **OWNER** as back-up to recommendation of monthly progress payment.

2215 - Review Actual Construction versus Schedule Status

- Identify critical path activities that have not reached scheduled milestones.
- Identify critical path activities whose durations have not expired that are obviously realizing lower productivity rates than reflected in the schedule.
- Identify non-critical activities whose durations are about to equal or exceed the remaining float along that path.
- Identify critical path activities that are scheduled to start but have not been started.
- Notify Contractor in writing of schedule deficiencies and request a corrective action plan and revised schedule indicating the means of regaining schedule losses.
- Observe construction activity to verify implementation of corrective action plan.

TASK SERIES 2300 - CONSTRUCTION OBSERVATION AND INSPECTION

Objective: Observe, inspect, record and report the Contractor's work progress to determine the work is in general conformance with the requirements of the Contract Documents. Document activity observed making note of deficiencies and any issues requiring resolution.

CONSULTANT

Activities:

2302 - General Construction Observation

- Create and file daily work reports defining specified work completed and Contractor work force figures.
- Monitor construction activity to verify conformance with Contract Documents and document activities and observations.
- Record weather condition information.
- Record Requests for Interpretation of Contract Document's provisions.
- Note construction deficiencies and punch list items.
- Generate photographic or video documentation.

2304 - Site Conditions Review

- Review overall condition of site for excessive construction debris or erosion, and proper drainage and access
- Review protection provisions for existing structures, piping, trees and other items designated to be protected.

- Document deficiencies and notify the Contractor.

2306 – Quality Control Testing & Inspection (as directed)

- Provide quality control testing & inspection for earthwork, structures, Asphalt and concrete per Pinellas County specifications and frequency of testing schedule.
- Utilize a materials testing laboratory for all material testing in conjunction with field quality control testing. Pinellas County will provide a list of approved laboratories under contract to Pinellas County.

2308 - Coordinate and Review Testing of Earthwork

- Establish communication of test result procedures and protocols with testing laboratory and Contractor.
- Review all test results to verify compliance with specified requirements and maintain **Project** Log or Density Log Book.
- Verify areas of failing compaction are corrected to specified criteria.

2310 - Coordinate and Review Concrete Testing

- Review concrete mix design with the Engineer and Contractor to establish specification compliance relative to addition of water to concrete on site.
- Initiate a sampling program to verify the correct number of cylinders are taken as called for in the specifications.
- Review field data to verify other items such as slump, air entrainment and special admixtures are in accordance with the Contract Documents.
- Review each failing compressive strength test to determine structural implications and course of corrective action required.
- Notify Contractor of subsequent testing which is required.

2312 – Coordinate and Review Asphalt Testing (as directed)

- Provide quality control testing & inspection for asphalt and bituminous materials.
- Determine Composite Pay Factors

2314 - Stored Materials/Equipment Review

- Coordinate with Contractor to facilitate review of major items prior to unloading and storage.
- Regularly review Contractor's storage areas to determine compliance with the Contract Documents.
- Notify the Contractor of any damaged or improperly stored materials.
- Adjust payments properly for damaged or improperly stored equipment.

2322 - Design Discipline Site Visitations

- Coordinate design discipline site and other visitations.
- Follow-up of any site deficiencies noted by design team members.
- In the event of visitation by regulatory officials, follow up with telephone contact to get their impressions and comments.
- For special visitations, arrange that proper persons representing the various interested parties are present.

2324 - Coordinate Project Photo and Video Documentation

- Develop and maintain a logging system to enable easy retrieval of visual information.
- Video or photo document construction activities as deemed appropriate.

2328 - Record Drawing Review

- Review monthly status of as-recorded drawings. Refer to Additional Work Authorization and Request for Proposal Logs to identify areas of construction revision.
- Notify Contractor in a timely fashion of noted deficiencies.
- Provide follow-up to verify Contractor brings as-recorded drawing status up-to-date.

- Continually note items as they are noticed during regular field observation duties for inclusion on monthly as-recorded updates.
- Report general status at **Project** meetings.

2330 - Develop a Progressive List of Items Requiring Correction

- Monitor construction throughout the **Project** duration and identify deficient items.
- Provide Contractor with an updated list at construction meetings.
- As deficiencies are corrected, revise the list by deleting corrected items.
- Distribute the deficiencies list updates to authorized parties.
- Utilize list to aid in identifying retainage amounts near **Project** completion.

2340 - OWNER Notification of Accident Damage/Injury

- Maintain communications with Contractor's superintendent to encourage prompt notification of accidents.
- Require lost-time accident reports at construction meetings.
- Upon observation or notification of an accident, take photographs and/or videotape of accident scene, make written notes and notify **OWNER**.

TASK SERIES 2400 - CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION

Objective: Provide timely reviews and responses to Contractor requests for interpretations or information and proposed modifications identified by the Contractors, **OWNER** or **CONSULTANT** design and construction engineering and inspection team.

CONSULTANT

Activities:

2405 - Coordinate Interpretations Review

- Receive, log and distribute Requests for Information (RFI) to appropriate design team members for response.
- Review and respond to RFI's.
- Receive design team responses, log and distribute to Contractor.
- Prepare and issue response letters, Field Orders (FO's) or Change Proposal Requests (CPR's) as required.

2410 - Administration of Changed Work

- Evaluate **Project** on a continual basis to determine when changes are required.
- Initiate necessary changes in the form of Requests for Proposals (RFP's).
- Review costs presented on RFP's by Contractor.
- Review all RFP items and negotiated costs with **OWNER** for **OWNER's** approval.
- Assemble approved RFP's periodically into Change Orders (CO's). Include justification documents with each CO.
- Track RFP's and CO's through Contractor's acceptance, **OWNER's** acceptance, Engineer's signature and **OWNER** executive action.
- Maintain current status log of all RFP's and CO's.
- For minor changes involving no cost and no time changes, issue FO's.
- Review as-recorded drawings to verify changes in work are reflected as applicable.
- Review pay requests to verify CO items are broken out and that payment is not made until work is complete.

2415 - Coordinate and Issue Additional Work Authorizations (AWA)

- Prepare technical description of the AWA.
- Route AWA through established clearinghouse for numbering, logging and issuance to the Contractor.
- Obtain a copy, executed by the Contractor, and route copies to the appropriate **Project** files.

2420 - Coordinate and issue Change Proposal Requests (RFP's)

- Collect technical information and evaluate proposed change. Prepare technical description of the RFP using necessary graphic details and specifications.
- Prepare Engineer's Opinion of Cost and evaluation of impact on Contract Time.
- Route the RFP through established clearinghouse for numbering, logging and issuance to the Contractor for pricing.
- Route copies to the appropriate **Project** files.
- Follow and report the status of RFP's using logs that track the dates of:
 - Return from the Contractor with pricing;
 - Engineer's review and recommendation of pricing; and,
 - **OWNER's** acceptance.
- Assist **OWNER** with negotiations of cost and time.

2425 - Work Change Directives (WCD's)

- Evaluate field activities to determine need for issuance of Work Change Directive when necessary to expedite extra work on a time and materials basis.
- Observe time and material work and reconcile costs with Contractor on a daily basis.
- Finalize WCD's in an appropriate Change Order when associated work is complete.

2430 - Change Orders (CO's)

- Identify with the **OWNER's** designated representative the combining of CPR's strategy and the timing of Change Orders.
- Update CPR and Change Order Logs and provide status reports tracking the execution of Change Orders.
- Monitor Contractor progress payment applications to allow payment only for executed Change Orders.

TASK SERIES 2500 - MEASUREMENT AND PAYMENT ADMINISTRATION

Objective: Obtain a reasonably balanced distribution of costs to the various elements of the total construction in the Contractor's Schedule of Values (cost breakdown) to serve as a basis for progress payments and determination of cost impact of changes.

CONSULTANT Activities:

2510 - Review and Process Progress Payments

- Review draft application for payment in comparison to measured or estimated quantities. Make notations of:
 - Deficient work not recommended for payment until corrected;
 - Deletion of payment for stored materials and/or equipment which do not have approved Shop Drawings and/or proper invoices; and
 - Reduction of value for partially completed items claimed as complete.Return a copy of the reviewed draft to the Contractor.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
- Meet with Contractor to reconcile discrepancies.
- Review revised application for payment and, if appropriate, advise Contractor to submit the required number of copies.

- Execute completed application for payment indicating amount recommended for payment and transmit to **OWNER** for processing of payment.
- Distribute executed copies as established in preconstruction conference minutes.
- Monitor total payments to adjust retainage amounts as specified in the Contract Documents.
- As **Project** nears completion, and at **OWNER's** direction, adjust retainage from fixed percent to only enough retainage to provide for work completion.

TASK SERIES 2600 - PROJECT CLOSEOUT

Objective: Conduct an orderly and properly documented **Project** closeout.

CONSULTANT

Activities:

2605 - Review Substantial Completion Submittal

- Receive and review Contractor's required substantial completion submittal and determine if **Project** is ready for substantial completion inspection.
- Develop substantial completion submittal checklist.
- Verify submittal of all required documents.
- Review Contractor Record Drawings.
- Perform review of Record Drawing revisions.
- Review other substantial completion submittal documents for completeness and compliance with Contract provisions.
- Schedule substantial completion inspection.

2610 - Conduct Substantial Completion Inspection

- Notify design team members of date of substantial completion inspection.
- Notify **OWNER's** designated representative of the date of the substantial completion inspection.
- Prepare and distribute the punch list format to the parties conducting the inspection.
- Compile the punch list, review with **OWNER** and transmit to the Contractor.
- Review progress of corrective action on punch list items and periodically update and re-issue.

2615 - Issue Certificate of Substantial Completion and Punch List

- Review the findings of the substantial completion inspection with **OWNER** and jointly determine the status of the Work.

- Address comments from either **OWNER** or the Contractor regarding the tentative date of substantial completion or the punch list.

2625 - Document Project Warranties

- Provide notification of the start of the warranty period to define for all parties the ending date of the period for which the Contractor is responsible for repairing deficient **Project** materials and equipment.

2630 - Review Final Completion Submittal

- Receive and review the Contractor's required final completion submittal.
- Develop final completion submittal checklist.
- Verify submittal of all required documents.
- Review for completeness and compliance with Contract provisions.
- Notify **OWNER** and Contractor of date of final inspection.
- Determine if **OWNER** requires (or is required by State Statute) Lien Waivers and Consent of Surety.

2635 - Conduct Final Completion Inspection

- Schedule the final inspection date and notify the Contractor and **OWNER**.
- Assemble the various final completion submittal documents for the final inspection meeting and review them with the various parties.
- Conduct the final inspection.

2640 - Recommend Final Payment

- Finalize all **Project** costs and determine the final adjusted amounts for construction as well as reimbursements for engineering services owed to **OWNER** by the Contractor.
- Obtain Contractor's signature on any required Contractor's Certification or Affidavits.
- Process and sign Final Application for Payment.
- Prepare transmittal letter indicating recommendation for Final Payment and stating whether or not Engineer is aware of any outstanding issues that preclude issuance of Final Payment.