

AGREEMENT

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Klosterman Road and Pinellas Trail 30 inch Force Main Replacement - Professional Engineering Services

RFP CONTRACT NO. 24-0125-RFP-CCNA

COUNTY PID NO. 004908A

CONTINUING FIRM: Wade Trim, Inc.

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 4

SECTION 2 - SCOPE OF PROJECT 5

 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 5

 2. PROJECT PHASES..... 5

 3. CONSULTING RESPONSIBILITIES 5

 4. GENERAL DESIGN CONDITIONS 5

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 7

 1. SERVICES 7

 2. BIDDING PHASE..... 7

 3. CONSTRUCTION PHASE..... 7

 4. PROVISIONS RELATED TO ALL PHASES 8

 5. PERMIT APPLICATIONS AND APPROVALS 9

 6. COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 9

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY..... 9

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 10

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES 10

 1. BASIC SERVICES..... 10

 2. OPTIONAL SERVICES 10

 3. CONTINGENCY SERVICES 10

 4. ADDITIONAL SERVICES..... 10

 5. INVOICING..... 10

SECTION 7 - COMPENSATION TO THE CONSULTANT 11

SECTION 8 - PERFORMANCE SCHEDULE 12

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES..... 12

SECTION 11 - SATISFACTORY PERFORMANCE..... 12

SECTION 12 - RESOLUTION OF DISAGREEMENTS 13

SECTION 13 - CONSULTANT’S ACCOUNTING RECORDS..... 13

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS..... 13

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION 13

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246..... 14

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 14

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE..... 14

SECTION 19 - TRUTH IN NEGOTIATIONS..... 14

SECTION 20 - SUCCESSORS AND ASSIGNS 14

SECTION 21 - INTEREST ON JUDGMENTS 14

SECTION 22 - TERMINATION OF AGREEMENT 14

SECTION 23 - AGREEMENT TERM..... 15

SECTION 24 - CONFLICT OF INTEREST 15

SECTION 25 - ENTIRE AGREEMENT..... 15

SECTION 26 - PUBLIC ENTITY CRIMES..... 15

SECTION 27 - PUBLIC RECORDS 15

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 17

EXHIBIT A 18

 Scope of Services 18

EXHIBIT B 42

AGREEMENT

Hourly Rate Sheet.....42
EXHIBIT C - INSURANCE REQUIREMENTS.....43

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR UTILITIES DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **Wade Trim, Inc.**, with offices in **Tampa, FL**, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires Professional Engineering services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Klosterman Road and Pinellas Trail 30 inch Force Main Replacement Pinellas County, Florida

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

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

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

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

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

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

Required Deliverables

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

2. PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.

AGREEMENT

2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

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

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

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

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

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

AGREEMENT

- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

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

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

A. SEE EXHIBIT A – SCOPE OF SERVICES.

2. BIDDING PHASE

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

3. CONSTRUCTION PHASE

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

A. Construction Consultation Services

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

AGREEMENT

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

4. PROVISIONS RELATED TO ALL PHASES

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
 - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
 - b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the project.
 - 2) Roadway geometric calculations

AGREEMENT

- 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
 5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 7. Other Consultant responsibilities shall be as listed below:
 - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
 - b. Assist the County in Contractor claims and/or litigation.
 - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
 2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
 3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
 2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project

SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY

The County shall provide the following for the Consultant's use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.

AGREEMENT

- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Utilities or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES**1. BASIC SERVICES**

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

2. OPTIONAL SERVICES

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

3. CONTINGENCY SERVICES

When authorized in writing by the County's Director of Utilities or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

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

4. ADDITIONAL SERVICES

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

5. INVOICING

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase.

AGREEMENT

The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

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

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Tim Calvit.

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

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

A Lump Sum Fee of: \$154,789.00 for the Task 1 - Project Management and Coordination Phase of the project.

A Lump Sum Fee of: \$289,784.50 for the Task 2 - Preliminary Engineering and 30% Design Phase of the project.

A Lump Sum Fee of: \$150,778.00 for the Task 3 - 90% and Final Design Services Phase of the project.

A Lump Sum Fee of: \$ 56,312.00 for the Task 4 - Permitting Assistance Phase of the project.

A Lump Sum Fee of: \$ 14,330.00 for the Task 5 - Bidding Assistance Phase of the project.

A Lump Sum Fee of: \$ 99,284.00 for the Task 6 - Post Design/Construction Engineering Services Phase of the project.

A Lump Sum Fee of: \$109,572.00 for the Task 7 - Public Outreach and Information Phase of the project.

AGREEMENT

The above fees shall constitute the total not to exceed amount of **\$874,849.50** to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: \$0.00 for the Task 7.2 of the project

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 (\$) for all assignments performed.
4. Total agreement not-to-exceed amount **\$874,849.50**.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - PERFORMANCE SCHEDULE

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

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 - SATISFACTORY PERFORMANCE

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Utilities or designee.

AGREEMENT**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

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

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION

1. The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto

AGREEMENT

(collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

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

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

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

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

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

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

SECTION 20 - SUCCESSORS AND ASSIGNS

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

SECTION 21 - INTEREST ON JUDGMENTS

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

SECTION 22 - TERMINATION OF AGREEMENT

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable

AGREEMENT

to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.

3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for seven hundred sixty-five (765) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

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

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

SECTION 25 - ENTIRE AGREEMENT

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

SECTION 26 - PUBLIC ENTITY CRIMES

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

SECTION 27 - PUBLIC RECORDS

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

AGREEMENT

CONTRACTOR'S DUTY:

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

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

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

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov

AGREEMENT

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name: **Wade Trim, Inc.**

By: Dennis Prevo

Print Name: Dennis Prevo

Title: Senior Vice President

Date: 07-29-2024

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Chairman

Date: _____

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk

Date: _____

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney

EXHIBIT A - SCOPE OF ENGINEERING CONSULTING SERVICES

Wade Trim, Inc., March 29, 2024

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

BACKGROUND:

Pinellas County (COUNTY) owns and operates a 30-inch force main that transports wastewater from Disston Avenue just north of Klosterman Road to the Dunn Water Reclamation Facility. A previous condition assessment revealed the cement mortar lined ductile iron pipe was suffering from crown corrosion caused by gas accumulation near high points. Approximately 800 linear feet was recently replaced in Klosterman Road to avert an emergency failure. The repurposed former reclaimed water main now force main has reached the end of its service life and needs to be replaced. This scope of services comprises design services including limited hydraulic analysis, permitting, bidding and post design services for the replacement of the force main located in North Pinellas County.

The total length of the 30-inch force main (FM) is approximately 10,770 linear feet or just over two miles. The upstream, northeastern end of the replacement force main will connect to a previously replaced force main in Disston Avenue near an existing air relief valve located approximately 460 feet north of Klosterman Road. The route of the replacement force main is south within Disston Avenue right-of-way to Klosterman Road right-of-way; thence west in Klosterman Road right-of-way to just east of Palm Harbor Boulevard where the route turns south-south-westerly along the Pinellas Trail right-of-way for about 4,800 linear feet where the route turns easterly onto the W.E. Dunn Water Reclamation Facility site thence south; thence west to the connection point. The southern end of the replacement force main will connect to existing headworks influent piping just east of the headworks structure at the Dunn Water Reclamation Facility.

COUNTY has selected Wade Trim, Inc.(CONSULTANT) to provide the professional engineering services for the design services including hydraulic analysis, permitting, bidding and post design services for the replacement of the force main located in North Pinellas County.

SCOPE OF WORK:

Task 1 - Project Management

CONSULTANT shall provide general project administration, project coordination, preparation of miscellaneous correspondence, meeting agenda and minutes, maintain project documentation and coordinate the services provided. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices with project status reports and periodic updated schedules.

CONSULTANT shall:

- a) Maintain project documentation,
- b) Provide regular progress updates to COUNTY,
- c) Conduct an analysis of the items identified within the scope of work and prepare a detailed schedule,
- d) Conduct Quality Assurance and Quality Control reviews throughout the project,

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

- e) Participate in COUNTY's Project Production Team (PPT) process,
- f) Conduct internal coordination of in-house staff assignments, and
- g) Coordinate with the project subconsultants.

Task 2 - Preliminary Engineering and 30% Design

During the preliminary engineering phase, CONSULTANT shall initiate:

- Land survey,
- Geotechnical investigations,
- Sub-surface Utility Engineering (SUE),
- Public outreach, and
- Environmental assessment of the route.

CONSULTANT shall prepare a Preliminary Engineering Report (PER) for the project to address the objective of constructing the replacement force main and maintaining hydraulic functionality of the system. The PER will include a hydraulic analysis to determine pipe size, a discussion of alternate alignments and constructability discussions, concepts for maintenance of traffic, permitting strategies, real property rights, and the results of pre-application meetings with regulatory and other stakeholders. In addition to the proposed alignments, the PER will identify methods for both connections as well as flow management and the Engineer's Opinion of Probable Construction Cost. The stakeholders will be included in the process through public outreach and involvement.

Specifically, CONSULTANT shall perform the following:

- a) Collect, review and evaluate available background information; conduct field reconnaissance and photography. Review available traffic count data. Collect utility data including notification of utility owners. Submit a Sunshine One Call design ticket. COUNTY will provide available utility plans, traffic data, plans for other projects, and other information important to the success of this project.
- b) Collect and review other permitted and/or scheduled construction activities that may affect this project (including but not limited to commercial/private construction along proposed alignment, planned roadway or trail resurfacing construction).
- c) Identify and comment on issues or opportunities arising from the review and obtain Pinellas County concurrence on issues related to design criteria or recommendations.
- d) Discuss expected geotechnical conditions along the routes and the potential for unsuitable soil removal and replacement with imported fill.
- e) Address pipe materials and corrosion including a recommendation for construction. Discuss air/gas management within the force main.
- f) Public outreach and information, as described in Task 6, to ensure public input is considered in the Preliminary Engineering Report and alignment recommendations.
- g) Prepare preliminary maintenance of traffic plans.
- h) Identify and assess environmental features along the route. Quantify areas of potential impacts to jurisdictional wetlands and surface waters. Address minimization and avoidance techniques, and potential listed species present

as it relates to project implementation. Discuss the quality of specific wetlands anticipated to be impacted, potential mitigation requirements and permitting implications.

- i) Develop Preliminary Engineering Report (PER) documents with discussion on design, a permitting plan, segments recommended for trenchless construction, and identify technique for each such segment. Acquisition of real property, such as easements, is not anticipated. Discuss constructability and equipment and material delivery access issues and/or hauling routes.

This information will be integrated into the PER, finalizing the report which will become the basis for final design and preparation of construction plans and specifications.

The survey will include:

- a) Topographic route survey of the following rights-of-ways:
 - a. West half of Disston Avenue
 - b. Full width of Klosterman Road between Disston Avenue and Palm Harbor Boulevard
 - c. Full width of the Pinellas Trail from Klosterman Road to the Dunn Water Reclamation Facility site
- b) On the Dunn WRF site, the route survey will comprise an approximate 50-foot wide path from the Pinellas Trail to the downstream connection point including the west side of the headworks structure.
- c) Surveyor will map ownership deeds, easements, agreements, etc., within the corridor of the proposed pipe alignment.
- d) CONSULTANT shall retain a professional land surveyor to complete a route survey along the selected force main route. The maximum length of the route is expected not to exceed 2.04 miles. Surveying will generally show the physical, visible features within and immediately adjacent to the street rights-of-way, as well as rights-of-way lines and the locations, rim and invert elevations, and pipe sizes of accessible storm and sanitary structures. Specifically, the survey will also include:
 - Edge of pavement
 - Curbs, driveways (identify type) and sidewalks
 - Cross sections at 100-foot intervals
 - Establish a continuous, recoverable baseline. Traverse line is intended to be parallel to edges of pavements, property lines or the like. It is intended that the traverse line be used as a construction control line.
 - Temporary benchmarks for elevation control during construction
 - Utility poles and overhead wires/cables, fences
 - Above ground utilities/appurtenances; utility paint or other locating devices
 - Trees 4" in diameter (dbh) and greater and their approximate driplines
 - Wetland jurisdictional lines, edge of water bodies; Top of banks for ditches and swales
 - Bathymetry across waterways
- e) During design, CONSULTANT shall identify critical utility crossings where Subsurface Utility Engineering (SUE) will be performed. SUE may include ground penetrating radar, vacuum excavation, pot holing, as well as other detection techniques. This scope includes 24 locations.
- f) Geotechnical investigation will include review of available, existing geotechnical information typically from other projects like bridges, pipelines, etc. CONSULTANT shall retain a qualified geotechnical engineering firm to drill one

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

25-foot deep soil boring on each side of identified trenchless construction segments, and one 15-foot deep boring at approximate 1,000 foot intervals along the route. Soil classifications shall be recorded and Standard Penetration Tests shall be performed at each site. A geotechnical report shall be prepared, and five copies furnished to COUNTY.

For 30% design, CONSULTANT shall prepare one set of contract drawings/plans for the construction of the Project. Plan and profile drawings will include the latest and appropriate COUNTY standard details, utility information, survey information and a preliminary alignment. Plan views and preliminary profile views will be included. Planned points of connection will be identified.

Drawings sheets are anticipated to include:

- Cover
- General Notes, Legend, Symbols and Abbreviations
- Overall Project Site Plan and Key Map
- Up to sixteen Plan and Profile sheets
- Sequence of Construction and Connection Details
- Special Crossings and Details, including applicable County standard utility details
- Maintenance of Traffic (5 sheets)
- Stormwater Pollution Prevention Plan

Drawings will be developed in AutoCAD at 1"=30' scale in plan and 1" = 5' in profile.

Deliverables:

- Draft PER for COUNTY review and comment, digital format and up to five hard copies
- Final PER, digital format and up to five hard copies
- 30% Design Plans in pdf format and/or AutoCAD Civil 3D files

Tasks 3 – 90% and Final Design Services

Based on the approved PER, CONSULTANT shall prepare one set of contract documents for the construction of the Project. Plan and profile drawings will include the latest and appropriate COUNTY standard details, connection details, and all SUE and survey information. Design will include construction sequencing for making connections to the existing force main without taking the existing force main out of service. Connection design shall also include the headworks connection at Dunn WRF.

Contract documents will include plans and specifications complete and biddable for construction while meeting regulatory requirements. In accordance with applicable industry standard of care, each set of plans for the Project shall be accurate, legible, and suitable for bidding purposes. The completed plans will be furnished on reproducible material and in format acceptable to COUNTY. Construction plans will be provided in electronic format using Civil 3D format per Pinellas County CADD Standard Manual for Survey & Civil Engineering, using COUNTY standards and formatting current at the start of design.

Complete technical specifications will be prepared including a baseline geotechnical section. COUNTY standard specifications will be used to the extent possible. CONSULTANT shall prepare a Special Provisions section and Supplemental Technical Specification sections not covered by COUNTY standard specifications. These specifications shall include appropriate pre-qualification experience requirements for bidders including experience with similar projects regarding size, diameter, length, special crossings, and traffic and utility congestion/protection requirements.

A 90% design will be submitted to COUNTY for review and comment. This submittal will include survey, plan views, profile views as well as maintenance of Traffic (MOT) plans. Based on comments received, plans and specifications will be revised and Final Design documents will be submitted for bidding purposes.

Opinions of probable construction costs and construction contract durations will be included with 30%, 90% and final submittals.

Deliverables:

- 90% Design Plans and Specifications for COUNTY review and comment, digital format and up to five (5) hard copies
- Final Design documents, digital format and up to five (5) hard copies

Task 4 - Permitting Assistance

CONSULTANT shall coordinate with COUNTY and conduct pre-application meetings with the appropriate agencies to include preparation of meeting minutes, prepare and make applications (including fees), provide anticipated schedule for receiving permits, and provide necessary and reasonable responses to Requests for Additional Information (RAIs) for the following permits:

- a) FDEP Wastewater Collection/Transmission System Construction Permits
- b) Environmental Resource Permit (ERP), Joint Application, or combination of General Permit and/ De minimis Exemption and will include submerged lands easement if required. (Assumes wetland crossings will be trenchless and mitigation will not be required.)
- c) Pinellas County Department of Environmental Management
- d) U.S. Army Corp of Engineers Dredge and Fill Authorization
- e) Florida Department of Transportation (Palm Harbor Boulevard is Alternate U.S. 19 and State Road 595)
- f) Pinellas County Parks and Resources Conservation Department (Pinellas Trail)

Task 5 - Bidding Assistance

CONSULTANT shall prepare with COUNTY's assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between COUNTY and the Contractor. CONSULTANT shall bear the cost of and provide two complete sets of documents (plans and specifications) which will be signed and sealed by CONSULTANT as original bid sets for the Project. Only the title sheet of the two specifications sets will be signed, sealed and dated. Additionally, required addenda will be signed, sealed and dated.

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

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

contract and assist conducting pre-bid conferences. CONSULTANT shall perform the following services related to bidding of the construction contract:

- a) Prepare Bid Tab Form with appropriate line items for various categories of work.
- b) Provide summary of work in Microsoft Word format and pdf format and bid form items in Microsoft Excel for their use in preparing front end documents. COUNTY will prepare the front end documents.
- c) Provide pdf files for COUNTY to post on COUNTY's procurement website or selected service provider such as DemandStar.
- d) Provide input for agenda and attend the pre-bid meeting.
- e) Receive, evaluate and log written bidder inquiries.
- f) Prepare and provide addenda responses as required and agreed with COUNTY's Project Manager including required revisions to construction plans and specifications for the Project.
- g) Evaluate Bids and recommend award.
- h) Prepare two (2) complete sets of conformed documents (plans and specifications) for construction which will be signed and sealed by CONSULTANT.
- i) Provide to COUNTY digital format (electronic files in Civil 3D and pdf files) for the conformed documents.

Task 6 – Post Design/Construction Engineering Services

CONSULTANT shall provide limited engineering services over the anticipated 13-month construction contract duration. COUNTY will provide inspection services. These services will include:

- a) Attend a preconstruction meeting with the contractor, COUNTY and affected utility representatives. CONSULTANT shall prepare meeting minutes.
- b) Review and logging of Submittals and Shop Drawings. It is assumed that the Contractor will submit his Shop Drawings electronically.
- c) Review the Contractor's initial schedule and monthly schedule updates.
- d) Review and prepare responses to up to 20 Contractor Requests for Information (RFIs).
- e) Review of Allowance Releases and provide recommendation to COUNTY
- f) Review of Claims and provide recommendation to COUNTY
- g) Review of Contractor proposed Changes.
- h) Assist COUNTY with preparation and issuance of up to 3 Interim Design Field Change Agreements (IFCAs). Assist COUNTY with Review of the resulting proposals and negotiations and preparations of the required Change Orders.
- i) Provide review and approval of Contractor pay applications.
- j) Conduct periodic Site Visits, address questions raised during construction and provide written summary to COUNTY.
- k) Attend monthly construction virtual progress meetings with the Contractor. CONSULTANT shall prepare and distribute an agenda and minutes.
- l) Maintain routine contact and discussions regarding construction progress and project developments with COUNTY'S Project Manager and inspector. Review COUNTY inspector's daily reports on a weekly basis.
- m) Attend Final Inspection and prepare punch list of incomplete work. Confirm punch list items are completed.
- n) Preparation of Record Drawings based on as-builts prepared by the Contractor. Provide record drawings in AutoCAD and pdf formats.

Task 7 - Public Outreach and Information

CONSULTANT shall coordinate with Pinellas County staff to develop a public information and community outreach program. Public Outreach and Information elements include:

- a) Developing key messages for the project; includes up to two (2) updates.
- b) Drafting, editing and finalizing a project fact sheet and up to two updates; includes designing a fact sheet template and printing.
- c) Drafting, editing and finalizing project Questions and Answers, includes up to two updates. Includes printing.
- d) Drafting, editing and finalizing project content for posting on COUNTY's Water & Sewer web pages; includes up to two updates.
- e) Drafting, revising and finalizing one PowerPoint presentation on the overall project for use with community groups, business groups and/elected officials.
- f) Identifying potential stakeholders along the route; scheduling and attending up to 4 small group meetings with key stakeholder groups, such as homeowners' association leadership, schools, neighborhood groups, etc. Key points from the meeting will be summarized and shared with the project team.
- g) In coordination with COUNTY staff, plan, coordinate and implement two public meetings on the project. Meeting #1 will occur after the Preliminary Engineering Report and the 30% have been developed to obtain community feedback before route selection. Meeting #2, which will occur after the project is awarded, will inform residents about the construction schedule. Includes set-up, staffing, and clean-up for each meeting
 - This task assumes that for both meetings, COUNTY will: secure/purchase the meeting space, publicize the meetings in conformance with Public Meeting requirements including through news releases and social media, and provide and place variable message boards.
 - CONSULTANT will provide camera-ready newspaper ad to publicize the meeting; COUNTY will purchase ad space and place the ad.
 - CONSULTANT will provide display boards and audio-visual equipment.
 - CONSULTANT will provide meeting agenda, staffing, set-up, coordination, and clean-up.
 - CONSULTANT will develop comment forms and meeting summaries.
- h) Includes up to 20 hours of as-needed public outreach and information assistance during construction phase.

SCHEDULE:

CONSULTANT will adhere to the following schedule for submittal of the deliverables described in the previous section. Any changes in the schedule will be coordinated with COUNTY staff.

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement Schedule

Task Description		Weeks from Notice-to-Proceed (NTP) or as noted
Task 1	Project Management and Coordination	
	Project Management	60 (Design/Bidding) + 56 (Construction)
	Kickoff Meeting	2
Task 2	Preliminary Engineering and 30% Design	(Following NTP)
	Sub Kickoff	2
	Data Collection/Field Reconnaissance	8
	Preliminary Design Report (PDR)	16
	30% Design Drawings	18
	30% Submittal	1
	30% Review	4
Task 3	90% Design	(Following 30% Review)
	90% Design Drawings, Specifications, Quantities, Bid Form	16
	90% Submittal	1
	90% Review	4
	Final Design	(Following 90% Review)
	Final Design Drawings, Specifications, Quantities, Bid Form	8
	Issued Design Documents for Construction	2
Task 4	Permitting Assistance	(Beginning after 30% Review)
	Permitting Assistance	24
Task 5	Bidding Assistance	(Begins after Issued Design Documents for Construction)
	Bidding Assistance	4
Task 6	Post Design/Construction Services	
	Engineering Services During Construction	56 (anticipated 13-month construction contract duration)
Task 7	Public Outreach and Information	
	Public Outreach and Information	24

FEES:

For the Scope of Services described in this Scope of Work, CONSULTANT shall be compensated a Lump Sum of **\$874,849.50** for all labor and other direct costs in accordance with the terms of the Agreement. Invoices shall be submitted monthly reflecting the percent complete of each task and will include a brief status report documenting the progress of the work.

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement Fees

TASK	FEE	TYPE
Task 1 – Project Management and Coordination	\$154,789.00	LS
Task 2 – Preliminary Engineering and 30% Design	\$289,784.50	LS
Task 3 – 90% and Final Design Services	\$150,778.00	LS
Task 4 – Permitting Assistance	\$56,312.00	LS
Task 5 – Bidding Assistance	\$14,330.00	LS
Task 6 – Post Design/Construction Engineering Services	\$99,284.00	LS
Task 7 – Public Outreach and Information	\$109,572.00	LS
TOTAL	\$874,849.50	LS

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement Fees

Task	Principal	Senior Project Manager	Professional Engineer II	Engineer II	Hours					Total Hours	Direct Labor Cost (\$)	Subconsultants (\$)	Other Direct Costs (\$)	Total Fee (\$)	
					Construction Technician IV	CAD Technician VI	Project Specialist II	Admin. Support							
Task 1 Project Management and Coordination															
1.1 Project Management	16	160	90						87	12	365	\$81,188.00		\$81,188.00	
1.2 Kick-off Meeting	3	3	4	12						4	26	\$4,556.00		\$4,556.00	
1.3 Design Phase Progress and Review Meetings	6	37	26	33							102	\$21,357.00		\$21,357.00	
1.4 Project Production Team Process		24	18							8	50	\$10,720.00		\$10,720.00	
1.5 QA/QC	60	40	16							16	132	\$36,968.00		\$36,968.00	
SUBTOTAL														\$154,789.00	
Task 2 Preliminary Engineering and 30% Design															
2.1 Surveying Services	2	14		12		16					44	\$8,628.00	\$59,200.00	\$67,828.00	
2.2 Geotechnical Services	2	8	9	15		4					38	\$6,681.00	\$31,592.50	\$38,573.50	
2.3 Subsurface Utility Engineering (SUE)	1	8		14		4					27	\$5,096.00	\$21,600.00	\$26,696.00	
2.4 Public Outreach	4	6	4	6						2	22	\$4,788.00		\$4,788.00	
2.5 Enviro. Field Recon. and Tech. Memo	2	8	4	6							20	\$4,462.00	\$23,170.00	\$27,632.00	
2.6 Wetland Delineation	1	5		5							11	\$2,475.00	\$4,280.00	\$6,755.00	
2.7 Collect data, review, field recon. Sunshine One Call		4	8	48						4	64	\$9,140.00		\$9,140.00	
2.8 30% Design Drawings														\$0.00	
2.8.1 General Sheets and Standard Details	1	8	8	32		16					65	\$10,382.00		\$10,382.00	
2.8.2 Plan and Profile Sheets (16)	2	16	24	64		108			2		216	\$32,866.00		\$32,866.00	
2.8.3 Maintenance of Traffic Plans (5)		24	4	24		24					76	\$14,184.00		\$14,184.00	
2.9 Preliminary Engineering Report (PER)														\$0.00	
2.9.1 Report Development	2	24	80	120		12				6	244	\$38,278.00		\$38,278.00	
2.9.2 Hydraulic Analysis		8	12	24							44	\$7,368.00		\$7,368.00	
2.9.3 Preliminary Opinion of Construction Cost	1	4	4	24							33	\$5,294.00		\$5,294.00	
SUBTOTAL														\$289,784.50	
Task 3 90% and Final Design Services															
3.1 90% Design														\$0.00	
3.1.1 Drawings	4	36	96	128		156				2	422	\$65,782.00		\$65,782.00	
3.1.2 Update MOT Plans		16	8	24		16					64	\$11,336.00		\$11,336.00	
3.1.3 Technical Specifications	1	8	40	20						4	73	\$11,990.00		\$11,990.00	
3.1.4 Quantities and Bid Form		4	8	16							28	\$4,520.00		\$4,520.00	
3.1.5 Submittal, Review and PPT	1	2	8	8							19	\$3,234.00		\$3,234.00	
3.2 Final Design														\$0.00	
3.2.1 Drawings	16	10	40	40		72				8	186	\$30,956.00		\$30,956.00	
3.2.2 Final MOT Plans	1	12	4	12		12					41	\$7,754.00		\$7,754.00	
3.2.3 Technical Specifications	1	4	16	16						2	39	\$6,332.00		\$6,332.00	
3.2.4 Quantities and Bid Form		2	16	16							34	\$5,180.00		\$5,180.00	
3.2.5 Issued Design Documents For Construction		2	8	4		8			2	24	34	\$3,694.00		\$3,694.00	
SUBTOTAL														\$150,778.00	
Task 4 Permitting Assistance															
4.1 FDEP Wastewater Collection/Transmission System	1	6	6	12						4	29	\$5,050.00	\$500.00	\$5,550.00	
4.2 Environmental Resource Permit	1	8	40	24		12					85	\$13,766.00		\$13,766.00	
4.3 Pinellas County Dept. of Environmental Management		4	12	12		4					32	\$5,180.00		\$5,180.00	
4.4 U.S. Army Corps of Engineers Authorization	1	8	16	16		8					49	\$8,414.00		\$8,414.00	
4.5 FDOT Maintenance of Traffic/Utility		8	8	20		8					44	\$7,340.00		\$7,340.00	
4.6 Pinellas County Parks & Resources Conserv. Dept.	1	12	36	48		2					99	\$16,062.00		\$16,062.00	
SUBTOTAL														\$56,312.00	
Task 5 Bidding Assistance															
5.1 Record Documents and Project Work Forms	1	4	12	16							33	\$5,494.00		\$5,494.00	
5.2 Pre-Bid Conference, Responses and Addenda		4	12	12		8					36	\$5,740.00		\$5,740.00	
5.3 Bid Review and Recommendation for Award		2	6	12							20	\$3,096.00		\$3,096.00	
SUBTOTAL														\$14,330.00	
Task 6 Post Design/Construction Engineering Services															
6.1 Pre-Construction Meeting		6	6	16						4	32	\$5,224.00		\$5,224.00	
6.2 Log and Review Shop Drawings		8	20	24	24						76	\$11,376.00		\$11,376.00	
6.3 Response to up to 20 Requests for Clarification		4	10	36	16						66	\$9,292.00		\$9,292.00	
6.4 Allowance Releases and Claims Reviews	2	4	12	8							26	\$4,796.00		\$4,796.00	
6.5 Review Proposed Changes, Field Change Agreements	1	24	24	36	8						93	\$16,786.00		\$16,786.00	
6.6 Review Pay Applications		2	12	8	16						38	\$5,348.00		\$5,348.00	
6.7 Periodic Site Visits/Monthly Progress Meetings		41	24	16	100						181	\$29,394.00		\$29,394.00	
6.8 Final Inspections (substantial/final)		8	16								24	\$4,848.00		\$4,848.00	
6.9 Record Drawings	8	6	6			48					68	\$12,220.00		\$12,220.00	
SUBTOTAL														\$99,284.00	
Task 7 Public Outreach and Information															
7.1 Project Coordination & Direct Support	1	5	8								14	\$3,068.00	\$13,850.00	\$16,918.00	
7.2 Public Information Materials		6	9								15	\$3,168.00	\$26,080.00	\$29,248.00	
7.3 Public Engagement		12	18								30	\$6,336.00	\$57,070.00	\$63,406.00	
SUBTOTAL														\$109,572.00	
		Subtotal Task Hours	144	679	868	1039	164	538	87	80	3540	\$624,935.00	\$139,842.50	\$500.00	
		TOTAL RATE	\$50,050.00	\$192,864.00	\$129,948.00	\$136,109.00	\$18,860.00	\$75,320.00	\$13,224.00	\$8,560.00					
		TOTAL FOR SCOPE OF WORK											\$874,849.50		
		Billing Rate	\$350.00	\$294.00	\$156.00	\$131.00	\$115.00	\$140.00	\$152.00	\$107.00					



111 Forest Lakes Blvd, Oldsmar, FL 34677
Office: 813-854-1342 – Cell: 561-508-1009
Suncoastls.com

PROPOSAL

March 7, 2024
Mr. Tom Wilson, P.E.
Senior Project Manager
Wade Trim
201 N. Franklin Street, Suite 1350, Tampa, Florida 33605

RE: Klosterman Road and Pinellas Trail 30-inch Force Main Replacement

Dear Mr. Wilson

We are pleased to provide the following proposal for the above referenced project:

SCOPE OF SERVICE:

Suncoast Land Surveying, Inc. will complete a route survey along the selected force main route. The maximum length of the route is expected not to exceed 2.04 miles. Surveying will generally show the physical, visible features within and immediately adjacent to the street rights-of-way, as well as rights-of-way lines and the locations, rim and invert elevations and pipe sizes of accessible storm and sanitary structures. Specifically, the survey will also include:

- Edge of pavement;
- Curbs, driveways (identify type) and sidewalks;
- Cross sections at 100-foot intervals;
- Establish a continuous, recoverable baseline. Traverse line is intended to be parallel to edges of pavements, property lines or the like. It is intended that the traverse line be used as a construction control line.
- Temporary benchmarks for elevation control during construction
- Utility poles and overhead wires/cables, fences;
- Above ground utilities/appurtenances; utility paint or other locating devices
- Trees 4" in diameter (dbh) and greater and their approximate driplines.
- Wetland jurisdictional lines, edge of water bodies. Top of banks for ditches and swales.
- Bathymetry across waterways.

FEE: \$59,200

SLS will coordinate with Advanced Technological Systems, Inc. to provide up to twenty-four (24) subsurface utility engineering (SUE) locates to verify vertical and horizontal locations of utilities.

FEE: \$21,600

All surveys will include an electronic copy and signed and sealed PDF.
We look forward to working with you in the near future.

Please call me if you have any questions.

Sincerely,

Kyle McClung, PLS
Vice-President

Fee schedule below. Let me know if you need anything else. The SUE locates are \$900 each.

Title	Rate	Hours	Amount
Survey Crew	175	237	\$41,475
CADD Drafter	125	95	\$11,875
PLS	150	39	\$5,850
			\$59,200

Kyle McClung, PSM, Co-Owner
Suncoast Land Surveying
111 Forest Lakes Blvd, Oldsmar, FL 34677
Cell: 561-508-1009



March 6, 2024

Tom Wilson, PE
Wade Trim
201 N. Franklin Street
Suite 1350
Tampa, Florida 33605

**Reference: Klosterman Road and Pinellas Trail 30-inch Force Main Replacement
Environmental Permitting Scope of Services**

Dear Tom:

Thank you for the opportunity to provide environmental consulting services for the above referenced project for the Pinellas County Utilities Department. This project involves the design and permitting for the replacement of 10,770 linear feet of 30-inch force main. This proposal provides a scope of services to assist Wade Trim with the environmental permitting for the project.

Task 1 Wetland Delineation

The jurisdictional boundaries of each wetland and surface water within the project area will be delineated in accordance with the State of Florida Wetland Delineation Methodology outlined in Chapter 62-340, F.A.C. GPS coordinates of the wetland flags will be collected, and maps prepared showing the approximate wetland limits overlain on aerial imagery. Earth Resources will meet on-site with Florida Department of Environmental Protection (FDEP) to obtain agency approval of the wetland and surface water boundaries. Coordinate with the survey subconsultant to obtain jurisdictional wetland to produce a signed and sealed Specific Purpose Survey.

Task 2 Listed Species Evaluation

Earth Resources will conduct a field review of the project area to determine the potential presence of state and federally listed threatened and endangered floral and faunal species. GIS data and U.S. Fish and Wildlife Service, Florida Natural Areas Inventory, Florida Audubon Society's Bald Eagle Nest Watch Map and Florida Fish and Wildlife Conservation Commission protected species databases will be reviewed. The habitats within the project area will be described.

Task 3 Environmental Narrative Report

The existing ecological conditions of the project alignment will be documented, including wetlands, wetland descriptions, and wetland avoidance and minimization, as well as protected species survey methodologies and results. The report will include the results of the database research conducted in Task 2, habitat descriptions, photos, wetland location maps, soils maps, FLUCCSS maps, listed species sightings, incidental wildlife sightings and a discussion of the regulatory requirements. This document will be prepared to support the Preliminary Engineering Report as well as environmental permitting.

Task 4 Environmental Resource Permit (ERP) Application

The project will require either an Individual or General ERP from the Florida Department of Environmental Protection. FDEP. Section C - Supplemental Information for Works or Other Activities In, On or Over Wetlands and/or Other Surface Waters of the ERP Application will be completed. The Environmental Narrative Report prepared in Task 3 will be included. Responses to up to two Requests for Additional

Klosterman Road and Pinellas Trail 30-inch FM Replacement

information (RAI's) regarding the environmental information contained in the application will be prepared.

Task 5 404 Permitting

If the force main crosses a Waters of the United States (WOTUS), a 404 permit will be required. An application in support of either a General/Nationwide 404 permit from the FDEP or the Corps will be completed. The Environmental Narrative Report prepared in Task 3 will be included. The project engineer will prepare the wetland impact sketches for review by Earth Resources. Responses to up to two Requests for Additional information (RAI's) will be prepared.

Task 6 Meetings & Coordination

Earth Resources will attend up to 4 meetings with the Project Engineer, Pinellas County, and/or the regulatory agencies to discuss the project. Minutes of the meetings will be prepared and distributed to the team.

FEE SUMMARY:

These tasks will be completed for a lump sum fee in accordance with the table included in Attachment A.

We appreciate your review of this proposal. If this proposal does not meet your project goals, please let me know and I will be happy to make the necessary revisions or provide you with additional information. On behalf of the Earth Resources team, we appreciate this opportunity to work with you.

Sincerely,



Nancy Scott
Principal Scientist

Klosterman Road Force Main Replacement												
Task	Description	\$210.00		\$186.00		\$145.00		\$165.00		\$75.00		Total Fee
		Project Manager 2	Principal Scientist	Ecologist	Senior Env. Scientist	Env. Scientist						
1	Wetland Delineation	\$0	0	\$0	0	\$290	2	\$2,640	16	\$1,350	18	\$4,280
2	Listed Species Evaluation	\$0	0	\$372	2	\$0	0	\$2,640	16	\$900	12	\$3,912
3	Environmental Narrative Report	\$0	0	\$744	4	\$1,160	8	\$2,640	16	\$750	10	\$5,294
4	ERP	\$420	2	\$372	2	\$1,450	10	\$3,300	20	\$600	8	\$6,142
5	404 Permitting	\$420	2	\$744	4	\$1,450	10	\$1,320	8	\$900	12	\$4,834
6	Meetings and Coordination	\$840	4	\$1,488	8	\$0	0	\$660	4	\$0	0	\$2,988
Total		\$1,680	8	\$3,720	20	\$4,350	30	\$13,200	80	\$4,500	60	\$27,450



March 22, 2024

Mr. Derek Wride, P.E.
Senior Project Manager
Wade Trim, Inc.
201 N. Franklin Street, Suite 1350
Tampa, Florida 33602

Subject: Proposal to Provide Geotechnical Engineering Services – Revision 2
Klosterman Road and Pinellas Trail 30-inch Force Main Replacement
Pinellas County, Florida
MC² Proposal No. T112309.169_G

Dear Mr. Wride,

MC Squared, LLC (MC²) appreciates the opportunity to provide geotechnical engineering services for the above referenced project. This proposal outlines the project information provided to us, our proposed scope of work, estimated schedule, and the fees that would apply. This proposal has been revised per comments received by Wade Trim, dated March 15, 2024, and March 18, 2024.

PROJECT AND SITE INFORMATION

Project information was outlined in a draft Scope of Services document provided by Derek Wride with **Wade Trim**, via e-mail on March 8, 2024, along with a proposed alignment which indicates three (3) potential jack and bore locations.

Based on our understanding, Pinellas County (**County**) owns and operates a 30-inch force main (FM) that transports wastewater from Disston Avenue just north of Klosterman Road to the Dunn Water Reclamation Facility. A previous condition assessment revealed the cement mortar lined ductile iron pipe was suffering from crown corrosion caused by gas accumulation near high points. Approximately 800 linear feet were recently replaced along Klosterman Road to avert an emergency failure. The repurposed former reclaimed water main now FM has reached the end of its service life and needs to be replaced.

The total length of the 30-inch FM is approximately 10,770 linear feet or just over two miles. The upstream end of the replacement FM will connect to a previously replaced FM in Disston Avenue near an existing air relief valve located approximately 460 feet north of Klosterman Road. The route of the replacement FM is south in Disston Avenue right-of-way to Klosterman Road right-of-way; thence west in Klosterman Road right-of-way to just east of Palm Harbor Boulevard where the route turns south-south-westerly along the Pinellas Trail right-of-way about 4,800 linear feet where the route turns easterly onto the Dunn Water Reclamation Facility site thence south; thence west to the connection point. The downstream end of the replacement force main will connect to existing headworks influent piping just east of the headworks structure at the Dunn Water Reclamation Facility.

PROPOSED SCOPE OF SERVICES

MC² will provide the following services to support the design and construction of the proposed pipeline:

1. Perform a desktop review of any Client provided information in conjunction with readily available published documents such as the USDA Soil Survey and the USGS topographic maps pertaining to the project site.
2. Conduct a visual site reconnaissance to observe and document the current site conditions, mark boring locations, and evaluate the accessibility of the boring locations to truck-mounted drilling equipment.
3. Locate existing utilities to avoid conflicts with test borings by coordinating with Sunshine 811 services prior to performing drilling activities. We have included in the fee estimate the cost of hiring a private utility locator to mark any underground utilities in the areas of the water treatment facility.
4. Procure required permits (with assistance from the Client) and authorization through Pinellas County to perform work within the public Right-of-Way (ROW).
5. Provide Flagmen/barricades/MOT services as needed during field investigations for borings along road ROW.
6. Perform seventeen (17) SPT borings to the depths specified below along the proposed FM alignment. The SPT borings would be performed in general accordance with ASTM D-1586. The borings would be initiated with a hand-auger (HA) for the uppermost 4 feet to avoid damaging any potentially unmarked utilities. Split spoon samples would be collected continuously in the uppermost 10 feet and in 5-foot depth intervals thereafter. The boreholes will be restored with bentonite chips/pellets or grout as needed.
 - Fourteen (14) SPT's to 15 feet bgs at cut and cover locations.
 - Three (3) SPT's to 25 feet bgs at the proposed jack and bore locations.

The borings may be deepened depending on the subsurface conditions encountered. Any such required deepening of the borings would be charged at the rates included in **Attachment A**. Additional footage/deeper borings will be completed upon written authorization from the Client.

7. Measure and record the depth of groundwater, if encountered, while drilling. Stabilized groundwater table reading will be recorded wherever feasible.
8. Visually examine all recovered soil and rock samples and perform laboratory tests on selected representative samples to confirm field classifications and characterize the soil profile in accordance with Unified Soil Classification System (USCS) and ASTM standards. Description of the soil samples will be in accordance with visual manual procedures. Laboratory testing will likely include grain size analyses, organic content determinations, Atterberg Limits tests, and natural moisture content determinations.

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement – Revision 2*Pinellas County, Florida**MC² Proposal No. T112309.169_G*

The information and data gathered from our field and laboratory tasks would be presented in a Geotechnical Data Report and signed and sealed by one of our Florida licensed professional engineers specializing in geotechnical engineering, and include the following:

1. General assessment of area geology based on our experience, study of geological literature and boring information.
2. Summary of the field and laboratory data generated, and subsurface conditions encountered.
3. Groundwater levels, if encountered, in the borings and estimates of the seasonal high groundwater table depth at the boring locations.
4. General location and description of potentially deleterious materials encountered in the borings, which may interfere with the proposed design, construction, and/or performance of the project including existing fills, plastic clays, surficial organics, etc.

ESTIMATED SCHEDULE

Our schedule below starts from the receipt of your notice to proceed (NTP) and is in business days thereafter:

- Begin field coordination efforts – 3 days from NTP
- Site reconnaissance and marking of proposed boring locations – 1 days
- Locates through Sunshine 811 One-Call - 4 days
- Permitting – 10 to 15 days
- Geotechnical drilling – 6 days
- Laboratory testing – 10 days
- Report preparation and draft report submittal – 10 days after completion of laboratory testing.
- Final geotechnical report (after receipt of comments from Client) – 5 days

Total duration for the geotechnical scope is expected to be approximately 26 days from receipt of ROW permits. The schedule assumes no delays due to reasons such as access issues or inclement weather conditions and may vary depending on permit approval. We also assume that the review comments will be sent to us within 10 business days of receipt of the draft report.

ESTIMATED FEE

MC² would provide the above scope of services for a total fee of **\$31,592.50**, in accordance with **Attachment A**.

Any additional work required beyond the scope of services included in this proposal (e.g., additional analyses/testing or other factors beyond **MC²** control) would be invoiced on a time and expense basis in accordance with the attached **Schedule of Fees (Attachment A)**. However, additional work would not be performed without your prior written authorization

Klosterman Road and Pinellas Trail 30-inch Force Main Replacement – Revision 2

Pinellas County, Florida

MC² Proposal No. T112309.169_G

CLOSING

MC² appreciates being considered for this project and looks forward to working with you. Please do not hesitate to call us if you have any questions.

Respectfully submitted,

MC Squared, LLC



Nicholas Diorio, P.E.
Senior Project Manager



Jordan Fox, P.E.
Geotechnical Department Manager, Florida

Attachments:

Attachment A – Schedule of Fees

SCHEDULE OF FEES
Klosterman Road and Pinellas Trail 30-inch Force Main Replacement - Revision 2
Wade Trim
 Pinellas County, Florida
 MC² Proposal No. T112309.169_G
 March 22, 2024

<u>I. FIELD EXPLORATION</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Cost</u>
1. Mobilization of Men & Equipment (drilling)	1	Trip	\$ 500.00	\$ 500.00
2. Support Vehicle				
Drilling	6	Trip	\$ 240.00	\$ 1,440.00
MC ²	9	Trip	\$ 50.00	\$ 450.00
3. Standard Penetration Test (SPT) borings (14 @ 15 ft, 3 @ 25 ft)				
0 to 50 Feet Deep	285	LF	\$ 16.00	\$ 4,560.00
50 to 100 Feet Deep	0	LF	\$ 19.00	\$ 0.00
4. Rock Coring				
0 to 50 Feet Deep	0	LF	\$ 50.00	\$ 0.00
50 to 100 Feet Deep	0	LF	\$ 55.00	\$ 0.00
5. Shelby Tubes	0	Each	\$ 210.00	\$ 0.00
6. Seal Boreholes				
0 to 50 Feet Deep	285	LF	\$ 7.50	\$ 2,137.50
50 to 100 Feet Deep	0	LF	\$ 8.50	\$ 0.00
7. Asphalt Patch	5	Each	\$ 15.00	\$ 75.00
8. Casing				
0 to 50 Feet Deep	0	LF	\$ 11.00	\$ 0.00
50 to 100 Feet Deep	0	LF	\$ 14.00	\$ 0.00
9. Stake boring locations/Field logging (Engineer Technician)	68	Hour	\$ 85.00	\$ 5,780.00
10. Flagman and Barricades/TTC for borings (as required)	2	Day	\$ 2,160.00	\$ 4,320.00
11. Private Utility Location Service	0.5	Day	\$ 1,440.00	\$ 720.00
12. Permitting (Pinellas County ROW)	0	Each	\$ 250.00	\$ 0.00
13. Permitting Coordination (Pinellas County ROW) - Engineering Intern	16	Each	\$ 115.00	\$ 1,840.00
			SUBTOTAL FIELD EXPLORATION	\$ 21,822.50
II. LABORATORY TESTING				
1. Natural Moisture Content	22	Each Test	\$ 15.00	\$ 330.00
2. Grain Size Analysis, single sieve	7	Each Test	\$ 70.00	\$ 490.00
3. Grain Size, Full Sieve wit -200 Wash (No Hydrometer)	4	Each Test	\$ 120.00	\$ 480.00
4. Organic Content Tests	4	Each Test	\$ 50.00	\$ 200.00
5. Atterberg Limit Tests	7	Each Test	\$ 140.00	\$ 980.00
			SUBTOTAL LABORATORY TESTING	\$ 2,480.00
III. ENGINEERING SERVICES				
1. Project Manager 1	8	Hour	\$ 190.00	\$ 1,520.00
2. Principal Engineer	4	Hour	\$ 290.00	\$ 1,160.00
3. Senior Engineer	10	Hour	\$ 160.00	\$ 1,600.00
4. Engineer 1	6	Hour	\$ 145.00	\$ 870.00
5. Engineering Intern	8	Hour	\$ 115.00	\$ 920.00
6. Senior Engineering Technician	0	Hour	\$ 105.00	\$ 0.00
7. Engineering Technician	0	Hour	\$ 85.00	\$ 0.00
8. CADD/Computer Technician	12	Hour	\$ 75.00	\$ 900.00
9. Secretary/Clerical	4	Hour	\$ 80.00	\$ 320.00
			SUBTOTAL ENGINEERING SERVICES	\$ 7,290.00
			SUBTOTAL FIELD AND LABORATORY SERVICES	\$ 24,302.50
			TOTAL ALL SERVICES	\$ 31,592.50

Notes:

- Quantities of borings and testing are estimates and may be adjusted based on field conditions. Actual costs will be based on amount used.

Pinellas County
Klosterman Road and Pinellas Trail 30-inch Force Main Replacement
Task 7 – Public Outreach and Information
Lump Sum – REV. 7.16.24

Public outreach and information for the Klosterman Road and Pinellas Trail Force Main Project will focus on facilitating stakeholder acceptance of the project and setting expectations prior to construction. Initial community outreach includes one-on-one or small-group briefings with key stakeholders such as the Friends of the Pinellas Trail, Innisbrook Resort and Golf Club and St. Petersburg College's Tarpon Campus. These early meetings are intended to introduce stakeholders to the project team, discuss the project need and schedule, and understand the concerns of the nearby community. Early input can be used proactively to address concerns during design. Consultant will develop materials to keep stakeholders informed and conduct public meetings at key points during the design phase.

7.1 Project Coordination and Direct Support

Task includes time for public information consultant to attend up to eight (8) meetings with City staff and/or project team, management of the public outreach element of the project, preparation of monthly invoices, and miscellaneous communications. This task includes development of a review process for all materials to ensure consistency with County requirements.

7.2 Public Information Materials

- Develop key messages for overall project, including need, benefits, schedule, public outreach, and more. Includes up to two (2) updates.
- Draft, layout and finalize an 8.5" x 11" project fact sheet, including two (2) updates. Includes printing up to 1,000 color copies for distribution in briefings and public meetings.
- Draft and finalize FAQs (Frequently Asked Questions) on the project; includes up to two (2) updates prior to the start of construction. Includes printing up to 1,000 black and white copies for distribution in briefings and public meetings.
- Draft and finalize project web page content for posting on Pinellas County's website.
- Create up to six (6) social media posts and up to two (2) news releases/HOA update articles for Pinellas County use/posting/dissemination.
- Includes up to 20 hours to support COUNTY staff with project-related media needs, including news releases writing and interview preparation, or responses stakeholder inquiries.

7.3 Public Engagement

- Compile and maintain a database of all addresses along the proposed routes; including affected residents, homeowners' associations, businesses, trail user groups, churches, etc.

- Schedule, conduct and summarize up to six (6) one-on-one or small group meetings with property owners, businesses, schools, transportation officials, civic/neighborhood associations, and more.
- In coordination with Pinellas County staff, plan, coordinate and implement two public meetings on the project. Meeting #1 will be an open house format and occur while the Preliminary Engineering Report is being developed to obtain community feedback before route selection. Meeting #2, which will occur after the route is selected, will include a brief open house followed by a PowerPoint presentation to inform residents of route selection, discuss the construction schedule and allow residents an opportunity to ask questions.
 - For each meeting, CONSULTANT will:
 - Design, print and mail a 9" x 6" direct mail postcard to 500 addresses, first class postage, printed four-color over black.
 - Design and produce up to eight (8) yard signs for placement along the Pinellas Trail.
 - Develop an agenda, providing staffing, staff and clean up after each meeting.
 - Develop comment forms and compile community input.
 - Design and produce up to eight (8) display boards
 - Provide audio-visual equipment, if a presentation is to be provided.
 - For Meeting #2, CONSULTANT will develop a brief PowerPoint presentation that will discuss the selected route, schedule, maintenance of traffic and other construction considerations.
 - For each meeting, COUNTY will:
 - Secure/rent appropriate meeting space in the project area.
 - Provide any necessary insurance for the meeting venue.
 - Assist in publicizing the meetings via its mass media and social media channels; provide and place variable message boards.
- Includes up to 20 hours of as-needed public outreach and information assistance during construction phase.

This scope, assumes that stakeholder calls and emails will be directed to Pinellas County and/or the selected contractor and Pinellas County and/or selected contractor will respond to inquiries. CONSULTANT will support responses as requested by Pinellas County and/or selected contractor.

Pinellas County - Klosterman Force Main Public Outreach & Information Fee - Lump Sump						
	Sr. PR Counselor	PR Manager	Admin. Assistant	Graphic Artist	Display Boards/ AV/Signs	Totals
	\$250.00	\$170.00	\$60.00	\$130.00		
7.1 Coordination	35	30	0	0		
	\$8,750.00	\$5,100.00	\$0.00	\$0.00		\$13,850.00
7.2 Public Information Materials	31	80	6	33.62		
	\$7,750.00	\$13,600.00	\$360.00	\$4,370.00		\$26,080.00
7.3 Public Engagement	69	152.7	6	57.6923		
	\$17,250.00	\$25,959.00	\$360.00	\$7,500.00	\$6,000.00	\$57,070.00
Hours Subtotal	135	262.7	12	91.53845		
Totals	\$33,750.00	\$44,659.00	\$720.00	\$11,870.00	\$6,000.00	\$97,000.00



Wade Trim, Inc.
201 N. Franklin St. Suite 1350
Tampa, FL 33602
813.882.4373 • www.wadetrim.com

SENT VIA ELECTRONIC TRANSMISSION

January 9, 2024

Pamela Ulrich
Lead Procurement Analyst
Purchasing and Risk Management Division
Pinellas County Government
400 S. Ft. Harrison Ave., Sixth Floor
Clearwater, FL 33756

Re: Request for Project Schedule of Rate Values
Klosterman Road and Pinellas Trail 30-inch Force Main Replacement - Professional
Engineering Services Contract No. 24-0125-RFP-CCNA

Dear Ms. Ulrich:

Wade Trim, Inc. is very pleased with the opportunity to work with Pinellas County on this project. In response to your letter dated January 2, 2024, please see below for a brief project overview that summarizes our understanding of the project and the Exhibit A attachment of the rate structures for Wade Trim, Inc. and our subconsultant teaming partners.

The purpose of this project is to provide design and construction services for a replacement of the 30-inch sanitary sewer force main along Klosterman Road and Pinellas Trail.

Our goal is to provide exceptional service through every task, meeting, milestone, and deliverable to help realize Pinellas County's vision for this project. We will work closely with the County's staff to deliver a professionally designed set of bid documents and the requisite construction services to bring this asset to a reality for the County.

We sincerely look forward to working with the County and will reach out to coordinate an initial scoping meeting once the rates are finalized with the Purchasing Department.

In the Spirit of Service to Pinellas County,

The Wade Trim Team

A handwritten signature in blue ink that reads 'Dennis Prevo'.

Dennis Prevo, PE
Senior Vice President / Principal-in-Charge
Wade Trim, Inc.

A handwritten signature in blue ink that reads 'Derek Wride'.

Derek Wride, PE, BCEE
Senior Project Manager
Wade Trim, Inc.



Wade Trim, Inc.
 201 N. Franklin St. Suite 1350
 Tampa, FL 33602
 813.882.4373 • www.wadetrim.com

Labor Category	Wade Trim	MC Squared	Dialogue	Earth Resources	Suncoast
CADD Drafter					\$125
Professional Land Surveyor	\$155				\$150
Survey Crew					\$175
Principal Engineer		\$290			
Project Manager 1		\$190			
Senior Engineer 1		\$160			
Engineering Intern		\$115			
Senior Engineering Technician		\$105			
Engineering Technician		\$85			
CADD/Computer Technician		\$75			
Secretary/Clerical		\$80			
Administrative/Project Aide	\$105			\$105	
Chief Scientist				\$168	
Ecologist				\$145	
GIS Technician 2				\$108	
Principal Scientist				\$186	
Project Manager 2				\$210	
Scientist				\$75	
Senior Environmental Scientist				\$160	
Senior Public Relations Counselor			\$260		
Public Relations Manager			\$170		
Public Relations Coordinator			\$125		
Graphic Design			\$130		
PR Coordinator/Administrative Support			\$60		
Senior Principal	\$365				
Principal	\$350				
Senior Project Manager	\$294				
Project Manager	\$215				
Senior Professional	\$286				
Administrative Support	\$107				
Professional Engineer VI	\$270				
Professional Engineer V	\$238				
Professional Engineer II	\$156				
Project Specialist II	\$152				
Engineer I	\$120				
Engineer II	\$131				
Construction Technician VI	\$175				
Construction Technician IV	\$115				
CADD Technician VI	\$140				
CADD Technician III	\$100				

EXHIBIT C - INSURANCE REQUIREMENTS

SECTION C – INSURANCE REQUIREMENTS**1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Vendor acknowledges and agrees that the services will be provided without any limitation on the Vendor's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Vendor's liability to any specified amount in the performance of the services. The Vendor 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. The Vendor is deemed to have accepted and agreed to provide the services without any limitation on the Vendor's liability that the Vendor does not take exception to in its response. Notwithstanding any exceptions by the Vendor, the County reserves the right to declare its prohibition on any limitation on the Vendor's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Vendor's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

Vendor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the County.

3. INSURANCE:

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Vendor shall obtain and maintain and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

B. 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. The 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.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at

EXHIBIT C - INSURANCE REQUIREMENTS

InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Vendor or their agent prior to the expiration date.

- 1) The Vendor shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.
 - 2) Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any Subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the Subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall

- 1) Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Vendor 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 a 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. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

EXHIBIT C - INSURANCE REQUIREMENTS

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

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, 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) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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

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.

EXHIBIT C - INSURANCE REQUIREMENTS

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

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

Limits

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

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

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