

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: East Lake Road Bridges Over Brooker Creek - Professional Design Services

RFP CONTRACT NO. 24-0351-RFP-CCNA

COUNTY PID NO. 003879B

NON-CONTINUING FIRM: Kisinger Campo & Associates Corp.

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SECTION 1 - INTENT OF AGREEMENT**AGREEMENT FOR PROFESSIONAL DESIGN SERVICES FOR
PUBLIC WORKS 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 **Kisinger Campo & Associates Corp.**, with offices in Tampa, FL, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, Pinellas County, herein referred to as the County, requires professional design services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of East Lake Road Bridges Over Brooker Creek, 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:

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.

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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;

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- 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.
- 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.

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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
 - 3) Structural calculations.

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- 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.
- B. Reproducibles of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.

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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 Public Works or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
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 Public Works, or designee.

3. CONTINGENCY SERVICES

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

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

4. ADDITIONAL SERVICES

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

5. INVOICING

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

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed

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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, Hugo Ventura.

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: \$121,914.62 for the Task 1 - Project General and Common Tasks Phase of the project.

A Lump Sum Fee of: \$121,801.07 for the Task 2 - Roadway Design and Plans Phase of the project.

A Lump Sum Fee of: \$137,597.57 for the Task 3 - Drainage Design and Plans Phase of the project.

A Lump Sum Fee of: \$12,603.17 for the Task 4 - Signing and Marking Phase of the project.

A Lump Sum Fee of: \$635,372.32 for the Task 5 - Structures Design and Plans Phase of the project

A Lump Sum Fee of: 1,746.31 for the Task 6 - Lighting Analysis Phase of the project

A Lump Sum Fee of: \$41,193.02 for the Task 7 - Environmental/Permitting Phase of the project

A Lump Sum Fee of: \$13,909.29 for the Task 8 - CRAS Services (Janus Research) Phase of the project

A Lump Sum Fee of: \$61,693.00 for the Task 9 - Maintenance of Traffic (Alfka) Phase of the project

A Limiting Amount of: \$30,645.00 for the Task 10 - Utility Coordination (Echo) Phase of the project

A Limiting Amount of: \$109,954.76 for the Task 11 - Geotechnical (Tierra) Phase of the project

A Limiting Amount of: \$2,307.00 for the Task 12 - Contamination (Tierra) Phase of the project

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A Limiting Amount of: \$12,370.00 for the Task 13 - Geotechnical (DPS) Phase of the project

A Limiting Amount of: \$130,300.20 for the Task 14 - Post Design Services Phase of the project

The above fees shall constitute the total not to exceed amount of (\$1,433,407.33) 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).

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 (\$75,000.00) for all assignments performed.
4. Total agreement not-to-exceed amount (\$1,508,407.33).
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 Public Works 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.

AGREEMENT**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 Public Works or designee.

SECTION 12 - RESOLUTION OF DISAGREEMENTS

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

SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS

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

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS

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

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

AGREEMENT

Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

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

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

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

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

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 19 - TRUTH IN NEGOTIATIONS

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

SECTION 20 - SUCCESSORS AND ASSIGNS

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

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party 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 fourteen hundred ninety-one (1,491) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 - CONFLICT OF INTEREST

1. By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the project for which the Consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

SECTION 25 - ENTIRE AGREEMENT

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

SECTION 26 - PUBLIC ENTITY CRIMES

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

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.

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| AGREEMENT |
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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.

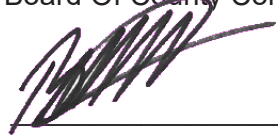
IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

PINELLAS COUNTY, FLORIDA, a

Political subdivision of the State of

Florida, by and through its

Board Of County Commissioners



Chairman

Date: May 6, 2025.



CONSULTANT:



Authorized Signature

Paul G. Foley, P.E.

Printed Authorized Signature

CEO / President

Title Authorized Signature

ATTEST: Ken Burke, Clerk of the Circuit

Court



Deputy Clerk

Date: May 6, 2025.

APPROVED AS TO FORM

By: Miles Belknap
Office of the County Attorney



3-25-2025

Mr. Arturo Martinez, P.E.
 Senior Engineer, Transportation Engineering Section
 Public Works Capital Improvements Division
 Pinellas County Government
 14 S. Ft Harrison Ave.
 Clearwater, FL 33756

Subject: Bridge Widening Design for East Lake Road (CR-611) Bridges Over Brooker Creek

Dear Mr. Martinez,

Kisinger Campo & Associates Corp. proposes to carry out Engineering Consultant Services for the subject project. The following scope of work and fee proposal describes the intended services to be completed. A summary of the proposed fees, detailed in the proposal, follows:

| | |
|----------------------------------|--------------|
| Project General and Common Tasks | \$121,914.62 |
| Roadway Design and Plans | \$121,801.07 |
| Drainage Design and Plans | \$137,597.57 |
| Signing and Marking | \$12,603.17 |
| Structures Design and Plans | \$635,372.32 |
| Lighting Analysis | \$1,746.31 |
| Environmental/Permitting | \$41,193.02 |
| CRAS Services (Janus Research) | \$13,909.29 |
| Maintenance of Traffic (Alfka) | \$61,693.00 |
| Utility Coordination (Echo) | \$30,645.00 |
| Geotechnical (Tierra) | \$109,954.76 |
| Contamination (Tierra) | \$2,307.00 |
| Geotechnical (DPS) | \$12,370.00 |

Total Design Fee **\$1,303,107.13**

Post Design Services \$130,300.20

Contingency \$75,000.00

Total Estimated Fee **\$1,508,407.33**

We appreciate the opportunity to propose our services and look forward to continued work with the County.

Respectfully,

Guillermo Madriz, P.E.
 Vice President/Director of Corporate Operations

Exhibit A

SCOPE OF SERVICES

ENGINEERING CONSULTING SERVICES

BRIDGE WIDENING DESIGN

For

**EAST LAKE ROAD (CR-611)
BRIDGES OVER BROOKER CREEK
Bridge No. 154158
Bridge No. 154159**

County PID: 003879B

Prepared for:

**Capital Improvement Division
Pinellas County Public Works
14 S. Ft. Harrison Ave.
Clearwater, FL 33756**



March 2025

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SCOPE OF SERVICES FOR CONSULTING ENGINEERING SERVICES

This Exhibit forms an integral part of the agreement between **Pinellas County** (hereinafter referred to as the **COUNTY**) and Kisinger Campo & Associates Corp (KCA) (hereinafter referred to as the **CONSULTANT**) relative to the transportation facility described as follows:

1. PROJECT TITLE

Professional Engineering Services for bridge widening design of the **EAST LAKE ROAD (CR-611) – BRIDGES OVER BROOKER CREEK – Bridge No. 154158 (Northbound) and Bridge No. 154159 (Southbound)**.

2. OBJECTIVE

The objective of this Exhibit is to define the responsibilities of the **CONSULTANT** and the **COUNTY** in connection with the design and preparation of a set of construction contract documents and incidental engineering services, as necessary, for improvements to the transportation facility known as East Lake Road (CR-611) – BRIDGES OVER BROOKER CREEK – Bridge No. 154158 (Northbound) and Bridge No. 154159 (Southbound). This project aims to widen these two existing bridges on East Lake Road over Brooker Creek to provide a six-lane divided roadway from Cove Drive to Pasado Drive with improvement in shoulder width on either side while maintaining a 10-ft wide trail on the southbound bridge and the existing 6-ft sidewalk on the northbound.

While a Project Development and Environment (PD&E) Study for improvements to the East Lake Road from South of Curlew Road to North of Trinity Boulevard is underway, a Preliminary Corridor Analysis and Alternative Development Study Report – East Lake Road from South of Curlew Road to North of Trinity Boulevard – dated September 22, 2022, includes the widening of the corridor as a recommended alternative to improve capacity and safety.

3. PROJECT DESCRIPTION

The East Lake Road (CR-611) – BRIDGES OVER BROOKER CREEK – Bridge No. 154158 (Northbound) and Bridge No. 154159 (Southbound) are located 1.5 miles north of Tampa Road (CR-752) in unincorporated Pinellas County commonly referred to as East Lake. These bridges were built in 1991 over the Lake Tarpon Brooker Creek. The northbound and southbound structures each have a bridge length of 160 feet with three spans of 40, 80, and 40 feet, providing a combined bridge length of 320 feet. Both bridges have an overall width of 51'-8" and a roadway width of 41'-6" with an 8' sidewalk. The existing northbound roadway provides three 11-ft lanes with two 4'-6" and 2'-6" shoulders on the northbound, while the southbound roadway provides two 12-ft lanes with two 10'-0" and 6'-6" shoulders. The **CONSULTANT** is to examine a minimum of 2 design alternatives for the widening of these bridge structures based on criteria listed in Section 6.1 Typical Section and provide a Bridge Development Report (BDR) before the 30% submittal.

4. PROJECT SCOPE OF WORK

The **COUNTY** is seeking the professional services of an engineering consultant to prepare a set of contract documents including plans, specifications, supporting engineering analysis, calculations, and other technical documents in accordance with Pinellas County and/or Florida Department of Transportation (FDOT) policy, procedures, and requirements. These Contract documents will be used by the contractor to build the project. These Contract documents will be used by the **COUNTY**, or its Construction Engineering Inspection (CEI) representatives, for inspection and final acceptance of the project. The **CONSULTANT** shall follow a system engineering process to verify that required project components are included in the development of the contract documents and that the project can be built as designed conforming to specifications.

The design services include:

- Roadway Analysis and Plans
 - Typical Section
 - Pavement Design Support (Limited to County Provided)
 - Traffic Control Analysis and Plans
 - Horizontal and Vertical Master Files
 - Roadway Plans
 - Design Documentation
 - Cost Estimate & Quantities
 - Specification Package Preparation Support
 - Field Reviews
 - Technical Meetings
- Drainage
 - Bridge Hydraulics Report (BHR)
 - Design of Stormsewer System
 - Drainage Plans
 - Drainage Design Documentation Report
 - Cost Estimate & Quantities
 - Field Reviews
 - Technical Meetings
- Utilities Coordination Assistance
- Environmental and Permitting
- Structures
 - Bridge Development Report (BDR)
 - Load Rating
 - Structure Design
 - Structure Plans
 - Design Documents
 - Field Reviews
 - Technical Meetings
 - Cost Estimates & Quantities

- Technical Special Provisions
- Signing and Pavement Marking Plans
- Lighting
- Geotechnical
- Survey (County Provided)
- Public Workshop
- Post Design Services

5. PROJECT COMMON AND PROJECT GENERAL TASKS

5.1 Project Management

The **CONSULTANT** will be responsible for general project administration, and project coordination with other disciplines, subconsultants, and the **COUNTY**.

5.2 Contract Maintenance

The **CONSULTANT** shall set up and submit monthly invoices along with an updated schedule and project status report.

5.3 Quality Assurance/Quality Control

The **CONSULTANT** shall implement their Quality Control Plan (QCP) to verify submittals meet QCP criteria. The QCP shall be submitted to the **COUNTY** within twenty-one (21) days of Notice to Proceed (NTP) for review. In addition, the **CONSULTANT** shall provide a copy of the QC'd plans as part of the Design Documentation for all phase submittals.

5.4 Project Meeting

The **CONSULTANT** shall attend monthly progress meetings to coordinate the development of the project. The **CONSULTANT** shall provide a meeting agenda prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees.

5.5 Public Involvement

The **CONSULTANT** will provide support to the **COUNTY's** public involvement efforts. Assistance will include preparation of public outreach materials, such as notification flyers or postcards which the **COUNTY** will mail; securing meeting location; graphic displays for in-person public meetings and/or electronic materials should the meeting be held in a hybrid format. The **CONSULTANT** shall also attend the public information meeting.

6. ROADWAY ANALYSIS AND PLANS

The roadway plans shall be prepared in a Plan/Profile format. The Plan/Profile sheets shall be plotted at a horizontal scale of 1" = 40'. Design variations shall be identified and submitted for approval by the **COUNTY** during the 30% submittal.

6.1 Typical Section

The typical section shall be consistent with the appropriate requirements of the Pinellas County codes and manuals, Florida Greenbook, and FDOT Design Manual. The typical section shall include a 6-lane divided roadway with 12-foot travel lanes. The section shall include inside and outside shoulders with a 6-foot sidewalk on the northbound and a 10-foot shared use path on the southbound bridge.

6.2 Pavement Design

The pavement design shall utilize the Pinellas County Public Works Pavement Guidelines dated April 2008. The **CONSULTANT** shall also evaluate the pavement condition both visually and through pavement cores to determine any deficiencies in the asphalt and/or roadway base. The **CONSULTANT** shall provide recommendations for correcting any such deficiencies.

6.3 Temporary Traffic Control Analysis and Plans

The **CONSULTANT** shall design an effective Traffic Control Plan to move vehicular traffic during all phases of construction. The **CONSULTANT** shall use the Preliminary Corridor Analysis and Alternative Development Study Report of East Lake Road from South of Curlew Road to North of Trinity Boulevard, as a reference to identify a preferred alternative for traffic control. A preferred alternative for traffic control shall be submitted for review to the County with the Bridge Development Report submittal. Typical sections will be prepared and presented to the public depicting the traffic control scheme for the first Public Information Meeting and updated accordingly to the design progress for the Final Public Information Meeting. Reduction in the existing number of lanes on each direction is not allowed in the temporary traffic control plan however, the width of each can be adjusted accordingly if needed. Components of the Traffic Control Plan anticipated are as follows:

- General Notes
- Phase Typical Sections
- Advance Signing Details

Temporary Traffic Control Plans shall be submitted with the 30%, 60%, 90%, 100% and Final submittals as outlined in the project schedule.

6.4 Horizontal and Vertical Master Files

The **CONSULTANT** shall design the geometrics using the appropriate design standards, with proper consideration given to the design traffic volumes, design speed, capacity and levels of service, functional classification, adjacent land use, design consistency and driver expectancy, aesthetics, elder road user policy, and scope of work. At a minimum, the Florida Greenbook Standards (2018) shall be met.

6.5 Cross Section Master Files

The **CONSULTANT** shall develop cross sections at 50' intervals to define the scope of work in accordance with the design. Cross-sections will be developed to support needed earthwork computations. Sections will depict existing utility locations.

6.6 Design Documentation

The **CONSULTANT** shall provide Design Documentation to the **COUNTY** with each submittal consisting of roadway design criteria and calculations, quantity backup printouts, and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the design of roadway elements. These calculations shall be neatly and logically presented on digital media or, at the **COUNTY's** request, on 8 ½"x11" paper and sheets shall be numbered. A cover sheet indexing the contents of the calculations shall be included and the **CONSULTANT** engineer shall sign and seal that sheet. Computer programs and parameters used in the design calculations shall include appropriate backup information to facilitate the review task.

6.7 Cost Estimate & Quantities

The **CONSULTANT** shall develop a construction cost estimate for the project. These estimates will be based on the customary engineering assumptions available at the time of the respective plan submittal.

The **CONSULTANT** shall prepare bid quantities that include bid items, which comprise the project design. Bid items shall be referenced to **COUNTY** & FDOT measurement and pay items as applicable. Bid proposal sheets to be included in the contract documents shall be prepared by the **COUNTY** based on the **CONSULTANT'S** quantities.

6.8 Specifications Package Preparation Support

The **CONSULTANT** shall assist the **COUNTY** in the preparation of a specifications package. The **CONSULTANT** shall provide Technical Special Provisions and review of required **COUNTY** and **FDOT** supplemental specifications as applicable for items and areas of work. The **CONSULTANT** shall utilize the appropriate **COUNTY** recommended pay item structure.

6.9 Field Reviews

The **CONSULTANT** shall perform a field review of the project site.

7. DRAINAGE

The **CONSULTANT** shall analyze and document drainage tasks in accordance with applicable manuals, guidelines, standards, handbooks, procedures, and current design memorandums that are appropriate for the project. Design work shall comply with the requirements of the appropriate regulatory agencies and the Pinellas County Stormwater Manual. The **CONSULTANT** shall coordinate fully with the appropriate permitting agencies and the **COUNTY's** staff. Activities and submittals should be coordinated through the **COUNTY's** Project Manager. The work will include engineering analysis for the following:

7.1 Bridge Hydraulics

Prepare a Bridge Hydraulics Report for the East Lake Road (CR-611) -BRIDGES OVER BROOKER CREEK-. The **CONSULTANT** shall perform the following proposed bridge hydraulic modeling effort for this project:

- Data collection- perform field review; review Bridge Inspection Reports; review Bridge Scour Evaluation Reports (phase I through IV if available); obtain scour and gage data. Channel survey and topographic data will be provided by the County.
- Brooker Creek is a designated FEMA regulatory floodway; the **CONSULTANT** will obtain the latest FEMA and COUNTY models if available.
- A hydraulic analysis will be performed for the existing bridges for the 50-year, 100 year and 500-year storm events. The proposed bridge alternatives will be modeled to show a no rise in the upstream stage for 100-year storm event.
- Compute predicted scour based on the FHWA Engineering Circular HEC 18, entitled Evaluating Scour at Bridges and the Florida Scour Manual. Scour predictions will be performed for the 100-year and 500-year storm events.
- Develop abutment protection and toe protection, if required, based on design flows.
- Evaluate the deck drainage to verify spread does not exceed the allowable width.
- Prepare a Bridge Hydraulics Recommendation Sheet (BHRS).

7.2 Design of Stormsewer System

The existing stormsewer system in the median will be modified to accommodate the bridge widening and roadway improvement project.

7.3 Design of Stormwater Management Facility

A stormwater management facility will be designed to treat the net new impervious area. The stormwater pond will be located in the existing right of way and designed to meet **COUNTY** and Southwest Florida Water Management District (SWFWMD) criteria. A Pond Siting Report is not included in this scope.

7.4 Drainage Design Documentation Report

Compile drainage design documentation into report format. Include documentation for the drainage design tasks and associated meetings and decisions. A pre-application meeting will be held with the SWFWMD to verify treatment criteria.

7.5 Sea Level Rise (SLR) Vulnerability and Adaptability Analysis

The **CONSULTANT** shall evaluate the project utilizing the **COUNTY's** Guidance for Incorporating Sea Level Rise into Capital Planning in Pinellas County Flood Resiliency Tool.

7.6 Field Reviews

The **CONSULTANT** shall perform a field review of the project site.

8. UTILITIES COORDINATION ASSISTANCE

Utility Coordination - The **COUNTY** is responsible for coordinating its design work with public and private Utility Agency Organizations (UAO's) having existing and/or planned facilities within the limits of the project. The **COUNTY** will provide the UAO's project plans and/or Civil 3D files at the 15% L&G, 60%, and 100% complete design phases, as drafted by the **CONSULTANT**. If the project

files are larger than UAO's email servers allow (generally 10MB), the **CONSULTANT** will provide electronic plans and/or Civil 3D file transfer as directed by the **COUNTY**. At the 15% L&G phase (if applicable), UAO's will receive plans and be instructed to provide green lines back to the **COUNTY**. This submittal will be used to ensure that all existing utility infrastructure was gathered. During the 60% complete design phase, the UAOs will be instructed to return a set of plans to the **COUNTY** showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The **COUNTY's** and **CONSULTANT's** utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans - The **CONSULTANT** shall prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities that remain in place, new utility facilities to be constructed, and utility facilities to be removed. Utility adjustment plans will be prepared on reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans, if applicable. The **CONSULTANT** is to identify all potential utility conflicts or constructability issues (i.e., OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations, and information provided by the UAOs. Any Quality Level D utility information received from UAOs should not be incorporated into the plans but will be used for additional Survey or SUE investigation. A conflict matrix itemizing utility conflicts by UAO shall be prepared by the **CONSULTANT** and submitted to the **COUNTY**.

The **COUNTY** will distribute plans to UAOs. Four weeks on average should be allowed for each UAO to respond with appropriate resolution. The **CONSULTANT** shall coordinate with the **COUNTY** and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether a conflict exists and to what degree. The 100% design review submittal shall include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

Utility Coordination Meetings - The **CONSULTANT** shall attend utility coordination meetings to be held after the 60% design submittal and prior to the 100% final design submittal. The meetings will be held an average of 30-45 days after notification to utility agencies. The **COUNTY** will be responsible for organizing these meetings. The **COUNTY** will prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The **COUNTY** should moderate the meeting. The **CONSULTANT** will discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The **CONSULTANT** will prepare detailed minutes and distribute to all attendees. Representation at the meeting should consist of internal County stakeholders, **CONSULTANT** engineering staff, and UAOs with facilities located and/or planned within the project limits.

Final agreements with Utilities (Final Plans) - The **COUNTY** will transmit the necessary legal drafts and documents to each UAO as required.

Review and Acceptance – The **CONSULTANT** will be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans, Utility Work Schedules, and technical specifications.

Certification for FDOT LAP Agreement Projects (if applicable) - The **COUNTY** will certify the following: All utility negotiations (full exception of each agreement, technical special provisions, etc.) have been completed with arrangements made for utility work to be undertaken and completed as required for proper coordination with the physical construction schedule.

OR

An on-site inspection was made, and no utility relocation work should be involved.

OR

Plans were sent to the UAOs and no relocations/adjustments are required.

9. ENVIRONMENTAL AND PERMITTING

PERMITTING - The **CONSULTANT** shall prepare permit applications, technical data, and supporting documentation for permits to be submitted by the **CONSULTANT** with the **COUNTY** as the applicant. The **CONSULTANT** shall act as an Agent of the **COUNTY** to acquire state and federal permits for the proposed project. The **CONSULTANT** shall provide the **COUNTY** PM with receipt of the permit submittal so that the **COUNTY** can submit the permit application fee. Prior to the completion of the 30% design phase, the **CONSULTANT** shall contact the **COUNTY** PM and Permit Coordinator to schedule a pre-application meeting with the Southwest Florida Water Management District (SWFWMD) to discuss and identify specific permitting requirements for the project. The **CONSULTANT** shall attend pre-application meetings with **COUNTY** staff. The **CONSULTANT** shall provide a meeting agenda for **COUNTY** review 2 business days prior to each meeting and shall provide written minutes of each meeting within 7 business days after the meeting for **COUNTY** approval prior to distribution to attendees. The **CONSULTANT** shall coordinate with the U.S. Coast Guard (USCG) to determine whether a USCG Bridge Permit is required for the project or if the project will qualify for Advance Approval (AA). The **CONSULTANT** shall also coordinate with the U.S. Army Corps of Engineers (USACE) to determine the type of 404 permit applicable to the project. The **CONSULTANT** shall visit the project site with the **COUNTY** and respective regulatory agencies, as necessary, to determine the applicability of permits.

The **CONSULTANT** shall verify the landward extent of state and federal jurisdictional wetlands and surface waters pursuant to Chapter 62-340 F.A.C. and the Regional Supplement to the Corps of Engineers Wetlands Delineation Manual: Atlantic and Gulf Coastal Plain Region; Version 2.0. (USACE 2010).

The **CONSULTANT** shall conduct in-water surveys to identify the presence or absence of submerged aquatic vegetation (SAV) within the proposed project limits. The **CONSULTANT** shall prepare a Technical Memorandum for the **COUNTY** detailing the results of the in-water surveys and environmental analysis. The **CONSULTANT** shall prepare assessments of the value of wetlands

proposed for impact. Assessments will be done using the Uniform Mitigation Assessment Methodology (UMAM) as required by SWFWMD and the USACE. If requested by the regulatory agencies, the **CONSULTANT** shall conduct field reviews with the SWFWMD and USACE to verify the limits of the surveyed jurisdictional limits. If requested by the permitting agencies, a signed & sealed Specific Purpose Survey will be obtained by the **CONSULTANT** and provided to the **COUNTY**.

The **CONSULTANT** shall develop written text, graphics, permit drawings, etc. necessary for permit applications. The **CONSULTANT** shall submit the completed draft permit applications to the **COUNTY** for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the **COUNTY**.

If required, the **CONSULTANT** shall develop conservation measures to mitigate for impacts to protected species and management strategies to provide a greater degree of assurance that protected species are not adversely affected during construction.

The **CONSULTANT** shall coordinate with the **COUNTY** PM and Permit Coordinator until permits are obtained. The **CONSULTANT** shall respond to requests for additional information (RAI), including the completion of design revisions that may be required to secure the required permits. The **CONSULTANT** shall coordinate with the **COUNTY** PM and Permit Coordinator to meet with the regulatory agencies as may be necessary to resolve permitting issues. The **CONSULTANT** shall coordinate with the **COUNTY** PM and Permit Coordinator on correspondence to permitting agencies and shall not contact the permitting agency to discuss the project without the **COUNTY** PM and Permit Coordinator's approval.

If compensatory wetland mitigation is required, the **CONSULTANT** shall coordinate with the **COUNTY** Permit Coordinator to identify a recommended wetland mitigation plan to compensate for wetland impacts. No formal mitigation design plans or permitting activities are proposed under this Scope of Services.

The **CONSULTANT** shall conduct a hazardous material survey to identify the presence or absence of suspected lead, asbestos containing materials, or other potentially hazardous materials that might require mitigation by the **COUNTY** or the contractor prior to or during construction of the Project. The **CONSULTANT** will establish and confirm responsibility for removing identified hazardous materials in the design development documents and coordinate such removal with the project schedule, cost estimate, and any other contract documentation.

Tree Inventory, Condition, Risk, and Impact Assessment - The **CONSULTANT** shall perform a tree inventory on the provided tree survey data within the boundary of the proposed construction. Data collected for tree inventory will include species identification and tree rating category per Sec. 138-3654 (1) (4) of the Pinellas County municipal code. The **CONSULTANT** shall provide tree impact analysis and tree mitigation estimates associated with the proposed alternatives. Tree impact analysis shall be in a table form with proposed tree mitigation associated with tree removal calculated per Sec. 138-3654 (1) (4). Tree impact analysis shall include a summary of the trees to be removed for each of the proposed alternatives.

10. STRUCTURES

10.1 Bridge Design

The **CONSULTANT** shall use the Original Plans of Proposed for the existing East Lake Road (C.R.611) BRIDGE OVER BROOKER CREEK, as reference to identify the geometry of the new proposed structure for widening.

The **CONSULTANT** shall provide at least two design alternatives of the structure. The typical section shall include three (3) 12-foot lanes, 10-foot shoulders and 6-foot sidewalk or 10-foot shared use path for Northbound bridge and Southbound bridge (respectively). The **CONSULTANT** shall provide a technical memorandum comparing the bridge widening alternatives. The technical memorandum will be jointly developed and submitted as a single document. The **CONSULTANT** shall provide recommendations for approval by the **COUNTY** during the 30% submittal.

The **CONSULTANT** shall design the bridge in accordance with the Manual of Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (commonly known as the "Florida Greenbook"), FDOT Structures Manual and the AASHTO LRFD Bridge Design Specifications as appropriate.

The **CONSULTANT** shall provide Design Documentation to the **COUNTY** with each submittal consisting of structural design calculations and other supporting documentation developed during the development of the plans. The design calculations submitted shall adequately address the design of structural elements. These calculations shall be neatly and logically presented on digital media or, at the **COUNTY's** request, on 8 ½"x11" paper and sheets shall be numbered. The final design calculations shall be signed and sealed by a Florida-licensed professional engineer. A cover sheet indexing the contents of the calculations shall be included and the engineer shall sign and seal that sheet. Computer programs and parameters used in the design calculations shall include appropriate backup information to facilitate the review task.

The **CONSULTANT** shall evaluate the service life of the existing structure and adequate measures to match with the new bridge as possible, including the extension of the existing structure service life.

The **CONSULTANT's** Plans shall make provisions to accommodate affected utilities.

The **CONSULTANT's** Plans shall make provisions for the erosion protection of the bridge approaches and embankments.

10.2 Bridge Development

Prepare a BDR for the East Lake Road (CR-611) -BRIDGES OVER BROOKER CREEK and exhibits (Plan and Elevation, Typical Section, Int Bent, End Bent and Construction Sequence.. The **CONSULTANT** shall perform the following proposed bridge development modeling effort for this project:

- Data collection- perform field review; review Bridge Inspection Reports; review Original Plans of existing structure, review Bridge Hydraulics Report.
- Analysis of existing structure; capacity, safety, service life.
- Evaluate 2 minimum (superstructure and foundation) alternatives for widening.
- Widening improvement evaluation; Aesthetics, Superstructure, Substructure, Foundation, Scour, Precast options, Retaining Walls.
- Cost Estimating- develop cost for the bridge superstructure and substructure, including mobilization, operation cost, deck drainage, load test and bank stabilization, unique site conditions, and historical value.
- Bicycle and Pedestrian facilities

10.3 Load Rating

The **CONSULTANT** shall provide the bridge load rating of the final bridge configuration in accordance with the FDOT's latest Bridge Load Rating Procedures. The FDOT Computer Load Rating Programs shall be used for the bridge types and components they are capable of rating. The load rating documentation must include final calculations, computer printouts, and an FDOT Load Rating Summary Sheet. The Load Rating documentation shall be submitted with the Final Plans Package.

10.4 Walls

The **CONSULTANT** shall evaluate all existing embankments and retaining walls around the bridge abutments and design the new end bents to minimize the impact on the existing end bents.

10.5 Temporary Bridge (N/A)

No temporary bridge is anticipated on this project.

10.6 Field Reviews

The **CONSULTANT** shall make as many trips to the project site as required to obtain necessary data for elements of the project.

10.7 Technical Meetings

The **CONSULTANT** shall attend technical meetings as necessary to review and discuss specific technical design aspects of the project. The **CONSULTANT** shall provide a meeting agenda and prepare and submit meeting minutes within seven (7) business days after the meeting.

10.8 Cost Estimates

The **CONSULTANT** is responsible for producing a construction cost estimate and reviewing and updating the cost estimate when scope changes occur and/or at milestones of the project. A Summary of Pay Items sheet shall be prepared with the required Plans submittals as required.

10.9 Technical Special Provisions

The **CONSULTANT** shall provide Technical Special Provisions for items of work not covered by the FDOT's Specifications. Technical Special Provisions shall be submitted on standard size sheets. The final Technical Special Provisions shall be signed and sealed by a Florida-licensed professional engineer.

11. GEOTECHNICAL

The **CONSULTANT** shall provide a geotechnical study to obtain information necessary for the project. The geotechnical study shall provide all information necessary for the **CONSULTANT** to determine the current soil conditions, bridge foundation design requirements, pavement design, suitability of soils for drainage structures, stormwater pond, existing groundwater levels and estimation of seasonal high groundwater table, and be in accordance with FDOT and **COUNTY** standards, or as otherwise directed. A double ring infiltrometer test will be completed at the site of the proposed stormwater pond to determine infiltration rates.

The **CONSULTANT** shall provide a boring plan to the **COUNTY** for approval and apply for a permit from the **COUNTY** prior to performing any work within the right of way. The permit application shall include the investigation plan, proposed boring locations, and depths.

All laboratory testing and classification will be performed in accordance with applicable DEPARTMENT standards, ASTM Standards, or AASHTO Standards.

The **CONSULTANT** shall coordinate with the **COUNTY's** survey team to stake boring locations and obtain utility clearances prior to any boring.

The **CONSULTANT** shall coordinate and develop a Temporary Traffic Control Plan. All work zone traffic control will be performed in accordance with the FDOT'S Standard Plans Index 102 series.

The **CONSULTANT** shall provide a geotechnical report with information regarding data collection and findings. The report shall include, but not be limited to, geotechnical recommendations regarding any special considerations related to the bridge foundations and installation methods, existing and proposed pavement structure, and any special considerations that may be necessary for proposed stormwater pond and drainage structures.

12. SURVEY

Survey and subsurface utility engineering services will be provided by the **COUNTY**. The **CONSULTANT** shall coordinate with the **COUNTY** for all necessary required information regarding the site survey including, but not limited to, the below list of items:

- Bridge Superstructure
- Bridge Substructure
- Retaining Wall
- Slopes
- Sidewalks
- Lighting
- Utilities
- Roadway

- Drainage
- Trees with type and trunk diameter
- Right of way
- All other structures

The **CONSULTANT** should allow a minimum of two weeks period in the project schedule for any request from the **COUNTY's** survey team.

13. PLANS PREPARATION

The **CONSULTANT** must prepare all required roadway construction plans within the project limits. These plans must be in accordance with the FDOT Design Manual and COUNTY AutoCAD Civil 3D standards that include the following (Scale; 1"=40' (H) & 1"=4' (V)):

- Key Sheet
- Summary of Quantities
- General Notes
- Typical Sections
- Summary of Drainage Structures
- Plan /Profile Sheets
- Back of sidewalk Profile Sheets
- Drainage Structures
- Pond Details
- Drainage Details
- Roadway Soil Survey Sheets
- Cross Section Sheets
- Pond Cross Sections
- Driveway Section Sheets
- Misc. Details
- Signing and Pavement Marking Sheets
- Utility Adjustment Sheets
- Temporary Traffic Control Plan Sheets
- Temporary Traffic Control Detail Sheets
- Bridge Plans
- Tree Survey and Disposition Table
- Project Control Sheets
- Erosion Control Plans
- Stormwater Pollution Prevention Plan Sheets
- Design Survey (provided by County)
- SUE Survey (provided by County)

14. PUBLIC INVOLVEMENT

The **CONSULTANT** will assist the **COUNTY** with scheduling and conducting two Online/Virtual Public Information Meetings with the communities of East Lake. The purpose of the first meeting is to inform the public about the project and proposed improvements after the 30% phase. The purpose of the second meeting will be to inform the public of the final design, construction schedule, and maintenance of traffic plans. The **CONSULTANT** will be responsible for the following tasks:

- The **CONSULTANT** will support the **COUNTY** in preparation, scheduling, attendance, note-taking, documentation, and follow-up services.

- The **CONSULTANT** will prepare a PowerPoint presentation and all public involvement materials (e.g., newsletters, property owner letters, handouts, exhibits).
- The **CONSULTANT** will prepare a Public Involvement Summary which includes a description of all public involvement activities, and public comments and responses.

The **COUNTY** will establish and maintain a project link on the **COUNTY'S** website. The public will be able to submit comments via the website. All presentations, exhibits, and graphics prepared for any online meeting and the project link must meet the requirements of WCAG 2.1 Level AA Compliance with the Americans with Disabilities Act (ADA).

15. COMPENSATION

For the services performed under this scope of services, the **CONSULTANT** shall be compensated based on the Lump Sum (LS) or Limiting Amount (LA) amounts listed.

| | | |
|--------------------------------|---------------|----|
| Project General & Common Tasks | \$ 121,914.62 | LS |
| Roadway Design & Plans | \$ 121,801.07 | LS |
| Drainage Design & Plans | \$137,597.57 | LS |
| Signing & Pavement Marking | \$12,603.17 | LS |
| Structural Design & Plans | \$635,372.32 | LS |
| Lighting Analysis | \$1,746.31 | LS |
| Environmental/Permitting | \$41,193.02 | LS |
| CRAS Services (Janus) | \$13,909.29 | LS |
| Maintenance of Traffic (Alfka) | \$61,693.00 | LS |
| Utility Coordination (Echo) | \$30,645.00 | LA |
| Geotechnical (Tierra) | \$109,954.76 | LA |
| Contamination (Tierra) | \$2,307.00 | LA |
| Geotechnical (DPS) | \$12,370.00 | LA |
| Post Design Services | \$130,300.20 | LA |
| Contingency | \$75,000.00 | LA |
| Total | 1,508,407.33 | |

16. INVOICES & PROGRESS REPORTS

Invoicing must take place monthly and will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The **CONSULTANT** must pre-submit invoices to the Project Manager prior to an official monthly submittal. The final invoice will be marked "FINAL" on the invoice and be accompanied by a letter from the **CONSULTANT** stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services Agreement, is now concluded.

17. SCHEDULE

The **CONSULTANT** must provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal. **CONSULTANT'S** services must commence upon receipt of written notice to proceed issued by the **COUNTY**. The **CONSULTANT** must complete the final design in accordance with the following or better project schedule:

| PROJECT SCHEDULE | | |
|---|------------------------------|---------------|
| MILESTONE | DUE DATE AFTER RECEIVING NTP | |
| Bridge Development Report (BDR) and 30% Roadway Plans Submittal | 180 | Calendar Days |
| 21 Day Review | 201 | Calendar Days |
| 60% Complete Plans Submittal | 365 | Calendar Days |
| 21 Day Review | 386 | Calendar Days |
| 90% Complete Plans Submittal | 506 | Calendar Days |
| 21 Day Review | 527 | Calendar Days |
| 100% Complete Plans Submittal | 647 | Calendar Days |
| 21 Day Review | 668 | Calendar Days |
| Final Plans Submittal | 730 | Calendar Days |

The **COUNTY'S** design review period is twenty-one calendar days from the date of each milestone submittal. Any other delays beyond **CONSULTANT'S** control shall be documented in writing by the **CONSULTANT** and submitted to the **COUNTY** for consideration of a time extension.

Phase submittal reviews shall occur at the 30%, 60%, 90%, 100%, and Final phases. The **CONSULTANT** shall submit a draft of any special conditions with the 60% design review submittal and final versions at the 100% design review submittal. Bid quantities, opinion of probable construction cost, design documents, and QC documents shall be submitted with each phase. The requirements for each design review shall be as specified in the **COUNTY'S** Design Stage Submittal Checklist provided in Appendix A. The **CONSULTANT** shall continue its design work during the review periods. The **CONSULTANT** shall respond to the **COUNTY** design review comments in writing and by making corresponding revisions to the plans. Written responses and plans revisions are to be included in the next design review submittal. The **CONSULTANT** shall respond to regulatory agencies' review comments in the same manner. Design revisions are to be completed by the **CONSULTANT** at no additional time and/or cost unless the revisions result from the **COUNTY** making changes to the horizontal or vertical alignment or other changes of similar impact to the project design. In such cases, the **COUNTY** shall evaluate the **CONSULTANT'S** request for additional time and/or compensation. The **COUNTY** may require the **CONSULTANT** to make plan revisions and resubmit the plans at the same phase of completion if it is found that the plans do not meet the requirements of the Design Stage Submittal Checklist, or the plans are found to contain multiple

and significant errors and omissions. No additional time shall be allotted to the **CONSULTANT** schedule if a resubmittal is required.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: East Lake Rd (CR-611) Bridges over Brooker Creek
 County: Pinellas
 FPN: N/A
 FAP No.: N/A

Consultant Name: KCA
 Consultant No.: enter consultants proj. number
 Date: 1/22/2025
 Estimator: Sarah Wilson

| Staff Classification | Hours From Summary - Firm | Project Manager | Chief Engineer | Senior Engineer | Project Engineer | Engineering Intern | Senior Designer | Designer | Engineering Tech | Chief Scientist | Scientist | Sr. Env. Specialist | GIS Specialist | SH By | Salary Cost By Activity | Average Rate Per Task |
|--|---------------------------------|--------------------|-------------------|--------------------|---------------------|-----------------------|--------------------|-------------|---------------------|-----------------|-----------|------------------------|----------------|----------|-------------------------------|-----------------------------|
| | | | | | | | | | | | | | \$137.73 | | | |
| 3. Project General and Project Common Tasks | 533 | 133 | 27 | 133 | 107 | \$125.01 | \$172.57 | \$149.32 | \$96.64 | \$242.74 | \$96.61 | \$210.18 | | 533 | \$121,914.62 | \$228.73 |
| 4. Roadway Analysis | 451 | 0 | 45 | 90 | 90 | 113 | 68 | 45 | 0 | 0 | 0 | 0 | 0 | 451 | \$87,426.29 | \$193.85 |
| 5. Roadway Plans | 180 | 0 | 18 | 36 | 27 | 45 | 18 | 36 | 0 | 0 | 0 | 0 | 0 | 180 | \$34,374.78 | \$190.97 |
| 6a. Drainage Analysis | 581 | 0 | 58 | 116 | 116 | 146 | 87 | 58 | 0 | 0 | 0 | 0 | 0 | 581 | \$112,616.01 | \$193.83 |
| 6b. Drainage Plans | 131 | 0 | 13 | 26 | 20 | 33 | 13 | 26 | 0 | 0 | 0 | 0 | 0 | 131 | \$24,981.56 | \$190.70 |
| 8. Environmental Permits and Env. Clearances | 217 | 0 | 0 | 0 | 0 | 0 | 0 | 33 | 43 | 76 | 0 | 65 | 0 | 217 | \$41,193.02 | \$189.83 |
| 9. Structures - Misc. Tasks, Dvgs, Non-Tech. | 616 | 31 | 62 | 185 | 154 | 122 | 62 | 0 | 0 | 0 | 0 | 0 | 0 | 616 | \$133,480.26 | \$216.89 |
| 10. Structures - Bridge Development Report | 790 | 79 | 40 | 158 | 158 | 196 | 79 | 40 | 0 | 0 | 0 | 0 | 40 | 790 | \$158,621.30 | \$200.79 |
| 13. Structures - Medium Span Concrete Bridge | 1,556 | 156 | 78 | 311 | 389 | 388 | 156 | 78 | 0 | 0 | 0 | 0 | 0 | 1,556 | \$316,049.52 | \$203.12 |
| 17. Structures - Retaining Walls | 134 | 7 | 7 | 34 | 34 | 32 | 13 | 7 | 0 | 0 | 0 | 0 | 0 | 134 | \$27,221.24 | \$203.14 |
| 19. Signing & Pavement Marking Analysis | 44 | 0 | 4 | 18 | 13 | 9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 44 | \$9,703.44 | \$220.53 |
| 20. Signing & Pavement Marking Plans | 14 | 0 | 1 | 4 | 3 | 2 | 4 | 0 | 0 | 0 | 0 | 0 | 0 | 14 | \$2,899.73 | \$207.12 |
| 23. Lighting Analysis | 8 | 0 | 1 | 3 | 2 | 2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 8 | \$1,746.31 | \$218.29 |
| Total Staff Hours | 5,255 | 406 | 354 | 1,114 | 1,113 | 1,221 | 500 | 323 | 43 | 76 | 0 | 65 | 40 | 5,255 | \$1,072,228.08 | \$204.04 |
| Total Staff Cost | | \$123,996.46 | \$103,552.08 | \$309,123.86 | \$206,628.45 | \$152,637.21 | \$86,285.00 | \$48,230.36 | \$4,155.52 | \$18,448.24 | \$0.00 | \$13,661.70 | \$5,509.20 | | | |

Check = \$1,072,228.08

| | | | | | | | | | | | | | | | | | |
|--------------------------------------|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|----------------|
| SALARY RELATED COSTS: | | | | | | | | | | | | | | | | | |
| OVERHEAD: | | | | | | | | | | | | | | | | | \$1,072,228.08 |
| OPERATING MARGIN: | | | | | | | | | | | | | | | | | \$0.00 |
| FCM (Facilities Capital Cost Money): | | | | | | | | | | | | | | | | | \$0.00 |
| EXPENSES: | | | | | | | | | | | | | | | | | \$0.00 |
| Survey (Field - if by Prime) | | | | | | | | | | | | | | | | | \$0.00 |
| SUBTOTAL ESTIMATED FEE: | | | | | | | | | | | | | | | | | \$1,072,228.08 |
| Subconsultant: Janus Research | | | | | | | | | | | | | | | | | \$13,905.29 |
| Subconsultant: Alfa | | | | | | | | | | | | | | | | | \$61,693.00 |
| Subconsultant: ECHO | | | | | | | | | | | | | | | | | \$30,645.00 |
| Subconsultant: | | | | | | | | | | | | | | | | | |
| Geo Field/Lab | | | | | | | | | | | | | | | | | \$109,954.76 |
| Contamination | | | | | | | | | | | | | | | | | \$2,307.00 |
| Subconsultant: DPS | | | | | | | | | | | | | | | | | \$12,370.00 |
| TOTAL DESIGN FEE: | | | | | | | | | | | | | | | | | \$1,303,107.13 |
| Optional Services | | | | | | | | | | | | | | | | | |
| Post Design Services | | | | | | | | | | | | | | | | | \$130,300.20 |
| TOTAL OPTIONAL SERVICES FEE | | | | | | | | | | | | | | | | | \$130,300.20 |
| Contingency | | | | | | | | | | | | | | | | | \$75,000.00 |
| TOTAL ESTIMATED FEE: | | | | | | | | | | | | | | | | | \$1,508,407.33 |

Notes:

1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.



KISINGER CAMPO & ASSOCIATES, CORP.

PINELLAS COUNTY

E. Lake Road Bridges over Brooker Creek Solicitation

No. 24-0351-RFP-CCNA

| <u>Job Classification</u> | <u>Billing Rate</u> |
|--|----------------------------|
| PROJECT MANAGER | \$305.41 |
| | |
| CHIEF ENGINEER | \$292.52 |
| | |
| SENIOR ENGINEER | \$277.49 |
| | |
| SENIOR PROJECT ENGINEER | \$207.58 |
| | |
| PROJECT ENGINEER | \$185.65 |
| | |
| ENGINEER | \$161.01 |
| | |
| ENGINEERING INTERN | \$125.01 |
| | |
| SENIOR DESIGNER | \$172.57 |
| | |
| DESIGNER | \$149.32 |
| | |
| SENIOR ENGINEERING TECHNICIAN | \$120.08 |
| | |
| ENGINEERING TECHNICIAN | \$96.64 |
| | |
| CHIEF SCIENTIST | \$242.74 |
| | |
| SCIENTIST | \$96.61 |
| | |
| SENIOR ENVIRONMENTAL SPECIALIST | \$210.18 |
| | |
| GIS SPECIALIST | \$137.73 |
| | |

2024 – Fully Loaded Staff Rates

| STAFF CLASSIFICATION | LOADED HOURLY RATE |
|----------------------------|--------------------|
| Chief Engineer 1 | \$ 275.00 |
| Senior Engineer 2 | \$ 255.00 |
| Senior Engineer 1 | \$ 240.00 |
| Engineer 2 | \$ 195.00 |
| Engineer 1 | \$ 155.00 |
| Engineering Intern | \$ 130.00 |
| Chief Designer | \$ 180.00 |
| Senior Designer | \$ 150.00 |
| Designer | \$ 135.00 |
| Project Manager 2 | \$ 265.00 |
| Project Manager 1 | \$ 175.00 |
| Public Involvement Manager | \$ 190.00 |
| Graphic Designer | \$ 115.00 |
| Senior Utility Coordinator | \$ 185.00 |
| Utility Coordinator | \$ 111.00 |

The loaded hourly rates include all labor, direct/indirect overhead, margins/profit, travel within the Tampa Bay Metropolitan Statistical Area, and customary expenses such as copies and postage.

If additional information is required, please contact us to the address noted below.

AlfKa
400 North Tampa Street
Suite 1440
Tampa, FL 33611
Email: info@alfka.com
Ph: 813.544.2866

400 North Tampa Street * Suite 1440 * Tampa, Florida 33602 * Phone: 813.544.2866

**DPS Schedule Rate of
Values**

| Item Description | Unit | Unit Price |
|---|------|-------------|
| 209-Asphalt Pavement Coring – 4" dia with Base Depth Check | Each | \$ 258.00 |
| 210-Asphalt Pavement Coring – 4" dia without Base Depth Check | Each | \$ 212.00 |
| 211-Asphalt Pavement Coring – 6" dia with Base Depth Check | Each | \$ 290.00 |
| 212-Asphalt Pavement Coring – 6" dia without Base Depth Check | Each | \$ 225.00 |
| 305-Concrete Pavement Coring - 4" Dia | Each | \$ 225.00 |
| 306-Concrete Pavement Coring - 6" Dia | Each | \$ 245.00 |
| 401-Geo Auger Borings- Hand & Truck/Mud Bug | LF | \$ 11.25 |
| 402-Geo Auger Borings- Track | LF | \$ 16.00 |
| 403-Geo Backhoe (Owned) | Day | \$ 1,200.00 |
| 406-Geo Barge (Rental without labor) | Task | \$ 5,700.00 |
| 407-Geo Chainsaw (Owned) | Day | \$ 100.00 |
| 409-Geo CPT Truck/Mud Bug 0-50 Ft | LF | \$ 14.50 |
| 410-Geo CPT Truck/Mud Bug 50-100 Ft | LF | \$ 16.50 |
| 411-Geo CPT Truck/Mud Bug 100-150 Ft | LF | \$ 19.00 |
| 412-Geo CPT Truck/Mud Bug 150-200 Ft | LF | \$ 25.00 |
| 415-Geo Double Ring Infiltration ASTM D3385 | Each | \$ 600.00 |
| 416-Geo Dozer (Owned) | Day | \$ 1,600.00 |
| 418-Geo Drill Crew Support Vehicle | Day | \$ 240.00 |
| 422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft | Each | \$ 120.00 |
| 423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft | Each | \$ 120.00 |
| 424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft | Each | \$ 120.00 |
| 425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft | Each | \$ 120.00 |
| 427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft | Each | \$ 120.00 |
| 428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft | Each | \$ 120.00 |
| 429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft | Each | \$ 120.00 |
| 430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft | Each | \$ 120.00 |
| 432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method) | Each | \$ 380.00 |
| 434-Geo Ground Penetrating Radar (GPR) | Hour | \$ 380.00 |
| 435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft | LF | \$ 8.50 |
| 436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft | LF | \$ 11.25 |
| 437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft | LF | \$ 14.25 |
| 438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft | LF | \$ 21.00 |
| 440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft | LF | \$ 7.00 |
| 441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft | LF | \$ 8.00 |
| 442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft | LF | \$ 12.50 |
| 443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft | LF | \$ 18.00 |
| 445-Geo Grouted Monitor Well 2" 000-050 Ft | LF | \$ 38.00 |
| 450-Geo Piezometer 2" 000-050 Ft | LF | \$ 48.00 |
| 453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID | LF | \$ 63.00 |
| 455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID | LF | \$ 77.00 |
| 457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID | LF | \$ 85.00 |

**DPS Schedule Rate of
Values**

| Item Description | Unit | Unit Price |
|---|------|-------------|
| 459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID | LF | \$ 106.00 |
| 463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID | LF | \$ 46.00 |
| 465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID | LF | \$ 56.00 |
| 467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID | LF | \$ 65.00 |
| 473-Geo SPT Barge/Track/Amphibious 000-050 Ft | LF | \$ 25.00 |
| 474-Geo SPT Barge/Track/Amphibious 050-100 Ft | LF | \$ 33.00 |
| 475-Geo SPT Barge/Track/Amphibious 100-150 Ft | LF | \$ 53.00 |
| 476-Geo SPT Barge/Track/Amphibious 150-200 Ft | LF | \$ 70.00 |
| 478-Geo SPT Truck-Mud Bug 0-50 Ft | LF | \$ 16.00 |
| 479-Geo SPT Truck-Mud Bug 50-100 Ft | LF | \$ 20.00 |
| 480-Geo SPT Truck-Mud Bug 100-150 Ft | LF | \$ 33.00 |
| 481-Geo SPT Truck-Mud Bug 150-200 Ft | LF | \$ 45.00 |
| 483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft | LF | \$ 15.00 |
| 484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft | LF | \$ 19.00 |
| 485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft | LF | \$ 22.00 |
| 486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft | LF | \$ 28.00 |
| 488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft | LF | \$ 10.30 |
| 489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft | LF | \$ 14.00 |
| 490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft | LF | \$ 17.50 |
| 491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft | LF | \$ 22.00 |
| 515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft | Each | \$ 240.00 |
| 516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft | Each | \$ 280.00 |
| 517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft | Each | \$ 310.00 |
| 518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft | Each | \$ 380.00 |
| 519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft | Each | \$ 200.00 |
| 520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft | Each | \$ 220.00 |
| 521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft | Each | \$ 250.00 |
| 522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft | Each | \$ 300.00 |
| 525-Geo Well Development | Hour | \$ 190.00 |
| 531-Geo Truck/Mudbug Drill Rig and Crew (2-person) | Hour | \$ 245.00 |
| 532-Geo Truck/Mudbug Drill Rig and Crew (3-person) | Hour | \$ 300.00 |
| 533-Geo Track/Barge Drill Rig and Crew (2-person) | Hour | \$ 265.00 |
| 534-Geo Track/Barge Drill Rig and Crew (3-person) | Hour | \$ 350.00 |
| 535-Geo Clearing Equip- Tractor, Bush Hog Attachment | Day | \$ 1,650.00 |
| 536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach | Day | \$ 2,000.00 |
| 537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach | Day | \$ 2,000.00 |
| 538-Geo Clearing Equipment | Day | \$ 2,100.00 |
| 539-Geo Wash Boring for Rock Cores 0-50 Ft | LF | \$ 12.00 |
| 540-Geo Wash Boring for Rock Cores 50-100 Ft | LF | \$ 14.00 |
| 541-Geo Wash Boring for Rock Cores 100-150 Ft | LF | \$ 23.00 |
| 603-Mobilization Asphalt Coring equipment | Each | \$ 415.00 |
| 606-Mobilization Concrete Coring | Each | \$ 415.00 |

DPS Schedule Rate of
Values

| Item Description | Unit | Unit Price |
|---|---------|--------------|
| 609-Geo Mobilization Drill Rig Barge Mount | Each | \$ 11,000.00 |
| 610-Geo Mobilization Drill Rig Track Mount | Each | \$ 3,500.00 |
| 612-Geo Mobilization Drill Rig Truck Mount | Each | \$ 560.00 |
| 614-Geo Mobilization Mudbug/All Terrain Vehicle | Each | \$ 980.00 |
| 618-Geo Mobilization Support Boat | Each | \$ 600.00 |
| 619-Geo Mobilization Tri-Pod | Each | \$ 1,800.00 |
| 620-Mobilization of Clearing Equipment | Each | \$ 700.00 |
| 701-MOT Attenuator Truck | Hour | \$ 310.00 |
| 702-MOT Channelizing Devices - Type I, II, VP, Drum (each) | Each | \$ 5.00 |
| 706-MOT Portable Sign | Each | \$ 44.00 |
| 708-MOT Provide Channelizing Devices - Cone | Each | \$ 7.00 |
| 710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator | Hour | \$ 280.00 |
| 712-MOT Support Vehicle | Hour | \$ 155.00 |
| Contamination Test Items | | |
| Arsenic (Method 6010/7471) | Each | \$ 11.00 |
| Asbestos Samples | Each | \$ 15.00 |
| BTEX and MTBE (Method 8260) | Each | \$ 65.00 |
| Chlorinated Herbicides (Method 8151) | Each | \$ 100.00 |
| Drilling Permit Costs IE DEP | Each | \$ 250.00 |
| EDR Report | Each | \$ 500.00 |
| Field Sampling Kit (soil) | Each | \$ 75.00 |
| Field Sampling Survey Kit (water) | Each | \$ 75.00 |
| Flagman and Barricades 2-Man Crew Own Equipment | Day | \$ 1,810.00 |
| Handheld GPS | Per Day | \$ 80.34 |
| Mercury Individual (Method 6010/7471) | Each | \$ 25.00 |
| Organic Vapor Analyzer (OVA) | Day | \$ 150.00 |
| Organochlorine Pesticides (Method 8081) | Each | \$ 100.00 |
| Organophosphorous Pesticides (Method 8141) | Each | \$ 125.00 |
| Polyaromatic Hydrocarbons (Method 8270) | Each | \$ 100.00 |
| Polychlorinated Biphenals (8082) | Each | \$ 75.00 |
| Power Auger Boring (includes decontamination to a depth of 25 feet) | Foot | \$ 11.90 |
| RCRA 8 Metals (Method 6010/7471) | Each | \$ 65.00 |
| RCRA Metals Individual (Method 6010/7471) | Each | \$ 9.00 |
| Semi-Volatiles (Method 8270) | Each | \$ 200.00 |
| SPLP/TCLP Metals | Each | \$ 198.00 |
| TPH Method FL-Pro | Each | \$ 65.00 |
| Ultr Low Trace Mercury GW Individual (Method 1631) | Each | \$ 75.00 |
| Volatile Organics (Method 8260) | Each | \$ 95.00 |
| Volatile Organics BTEX/MTBE(Method 8260) | Each | \$ 60.00 |



24-0351-RFP-CCNA East Lake Road Bridges Over Brooker Creek - Professional Design Services

ECHO UES, INC.

LOADED RATE SCHEDULE (MAY 2024)

| Classification | Daily Rate | Hourly Rate |
|--|-------------|-------------|
| Field Surveying | | |
| One (1) Person Survey Team | | |
| Includes: survey equipment/instruments (GPS, Total Stations, Levels) vehicles, personnel and all supplies/fuel | \$ 1,050.00 | |
| Two (2) Person Survey Team | | |
| Includes: survey equipment/instruments, (GPS, Total Stations, Levels) vehicles, personnel and all supplies/fuel | \$ 1,185.00 | |
| Three (3) Person Survey Team | | |
| Includes: survey equipment/instruments, vehicles (GPS, Total Stations, Levels,) personnel and all supplies/fuel | \$ 1,550.00 | |
| Four (4) Person Survey Team | | |
| Includes: survey equipment/instruments, vehicles, (GPS, Total Stations, Levels,) personnel and all supplies/fuel | \$ 1,915.00 | |
| One (1) Person Survey Team | | |
| Includes Static LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel, | \$ 1,387.50 | |
| Two (2) Person Survey Team | | |
| includes Static LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel, | \$ 1,885.75 | |
| Three (3) Person Survey Team | | |
| includes Static LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel, | \$ 2,350.00 | |
| Four (4) Person Survey Team | | |
| includes Static LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel | \$ 2,715.00 | |
| Terrestrial Mobile LiDAR/Laser scanning Team, vehicles, personnel, and all supplies/fuel (LiDAR and positioning sensors priced separately) | N/A | |
| Hydrographic Survey Team | | |
| Includes, vehicles, personnel, all supplies, and fuel (Hydrographic sensors and vessel priced separately) | \$ 1,850.00 | |
| Utility Designation | | |
| Designating Technician/Crew | | |
| Includes all equipment, vehicles, personnel, supplies and fuel | \$ 1,750.00 | |
| Designating Technician/Crew | | |
| Includes GPR equipment, vehicles, personnel, supplies and fuel | \$ 1,750.00 | |
| Utility Location | | |
| Location Technician/Crew | | |



24-0351-RFP-CCNA East Lake Road Bridges Over Brooker Creek - Professional Design Services

ECHO UES, INC.

LOADED RATE SCHEDULE (MAY 2024)

| | | |
|--|-------------|--|
| Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel | \$ 1,950.00 | |
|--|-------------|--|



24-0351-RFP-CCNA East Lake Road Bridges Over Brooker Creek - Professional Design Services

ECHO UES, INC. LOADED RATE SCHEDULE (MAY 2024)

| Office/Management/Supervision | Daily Rate | Hourly Rate |
|--|------------|-------------|
| Principal in Charge | | \$ 230.00 |
| Senior Professional Surveyor and Mapper or Project Manager | | \$ 195.00 |
| Professional Surveyor and Mapper | | \$ 145.00 |
| SUE Manager | | \$ 135.00 |
| Geologist | | N/A |
| Senior CADD Technician | | \$ 95.00 |
| Chief Utility Coordinator | | \$ 135.00 |
| Utility Coordinator | | \$ 95.00 |
| GIS Manager | | \$ 116.00 |
| GIS Field Technician | | \$ 88.00 |
| GIS Technician | | \$ 88.00 |
| GIS Specialist | | N/A |
| GIS Analyst | | N/A |
| Title Search Report (per parcel) | | \$ 550.00 |
| Title Search Report Updates (per parcel) | | \$ 175.00 |
| Plat Review (Hourly rate) | | \$ 195.00 |
| <i>Other Categories (can be expanded to be specific to your equipment)</i> | | |
| Terrestrial Mobile LiDAR System | | |
| Back-Pack System | | N/A |
| Vehicle based System | | N/A |
| Hydrographic Vessels (boats) | | |
| Vessel length < 20' | | \$ 25.00 |
| Vessel Length > 20' | | N/A |
| Hydrographic Sensors | | |
| Single Beam | | N/A |
| Multi Beam | | N/A |
| Side Scan | | N/A |
| Unmanned aerial pilot | | \$ 135.00 |
| Unmanned aerial systems | | |
| Aerial Photography/Video | | \$ 50.00 |
| Aerial LiDAR | | \$ 50.00 |

JANUS MAIN OFFICE

1107 N. Ward Street
Tampa, FL 33607



— EST. 1979 —

Tel. 813.636.8200

Fax 813.636.8212

janus@janus-research.com

Tampa Bay ■ Miami ■ Ft. Myers ■ Atlanta

May 9, 2024

Veronica Green
Contracts Specialist
Kisinger Campo & Associates
201 N Franklin Street, Suite 400
Tampa FL 33602

RE: 24-0351-RFP-CCNA East Lake Road Bridges Over Brooker Creek

Dear Veronica:

Please find below our proposed rates for the above-referenced contract:

| Job Classification | Fully Burdened Rate |
|--------------------------------|----------------------------|
| Project Manager | \$236.03 |
| Chief Architectural Historian | \$170.91 |
| Chief Archaeologist | \$131.56 |
| Senior Architectural Historian | \$125.61 |
| Senior Archaeologist | \$83.38 |
| Architectural Historian | \$74.01 |
| Field Archaeologist | \$73.99 |
| Secretary\Clerical | \$47.46 |
| Graphic Designer | \$74.40 |

Please feel free to contact us if you have any questions or if you need additional information.

Sincerely,

Kenneth Hardin, President

Pinellas County
24-0351-RFP-CCNA

East Lake Road Bridges
over Brooker Creek

TIERRA, INC.
Home Loaded Rates

ENGINEERING AND TECHNICAL SERVICES

Proposed
Loaded
Rates

| | | | | | |
|--|-------------------------------|------|--|----------|--|
| | Chief Engineer 2 | Hour | | \$234.97 | |
| | | | | | |
| | Chief Scientist | Hour | | \$181.24 | |
| | | | | | |
| | Engineer 1 | Hour | | \$138.99 | |
| | | | | | |
| | Engineer 2 | Hour | | \$169.77 | |
| | | | | | |
| | Engineering Intern | Hour | | \$119.65 | |
| | | | | | |
| | Engineering Technician | Hour | | \$87.91 | |
| | | | | | |
| | Principal Engineer | Hour | | \$250.71 | |
| | | | | | |
| | Secretary/Clerical | Hour | | \$113.24 | |
| | | | | | |
| | Senior Designer | Hour | | \$132.61 | |
| | | | | | |
| | Senior Engineer 1 | Hour | | \$216.35 | |
| | | | | | |
| | Senior Engineering Technician | Hour | | \$111.78 | |
| | | | | | |
| | Senior Scientist | Hour | | \$159.04 | |

Pinellas County
24-0351-RFP-CCNA

Tierra, Inc.
Standard Fee Schedule 2023-2024

East Lake Road Bridges over
Brooker Creek

| Item Description | Unit | Unit Price |
|---|------|-------------|
| 101-Aggregate Carbonates & Organic Matter FM 5-514 | Test | \$ 157.00 |
| 102-Aggregate Org. Impurities S& for Concrete AASHTO T21 | Test | \$ 85.00 |
| 103-Aggregate Shell Content of Coarse Aggregate FM 5-555 | Test | \$ 118.00 |
| 104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27 | Test | \$ 90.00 |
| 105-Aggregate Soundness AASHTO T104 | Test | \$ 353.00 |
| 106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85 | Test | \$ 110.00 |
| 107-Aggregate Total Moisture Content by Drying AASHTO T255 | Test | \$ 56.00 |
| 108-Aggregate Unit Mass & Voids AASHTO T19 | Test | \$ 59.00 |
| 109-Aggregate Specific Gravity/Absorption Fine AASHTO T84 | Test | \$ 131.00 |
| 200-Asphalt Bulk Specific Gravity FM 1-T166 | Test | \$ 68.00 |
| 201-Asphalt Content FM 5-563 | Test | \$ 159.00 |
| 204-Asphalt Gradation FM 1-T030 | Test | \$ 98.00 |
| 206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535 | Test | \$ 408.00 |
| 207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096 | Test | \$ 346.00 |
| 209-Asphalt Pavement Coring – 4" dia with Base Depth Check | Each | \$ 258.00 |
| 210-Asphalt Pavement Coring – 4" dia without Base Depth Check | Each | \$ 200.00 |
| 211-Asphalt Pavement Coring – 6" dia with Base Depth Check | Each | \$ 292.00 |
| 212-Asphalt Pavement Coring – 6" dia without Base Depth Check | Each | \$ 232.00 |
| 300-Concrete Beam Flexural Testing ASTM C78 | Test | \$ 63.00 |
| 301-Concrete Compressive Strength of Grout/Mortar ASTM C109 | Test | \$ 36.00 |
| 302-Concrete Cylinder Curing, Capping & Breaking ASTM C39 | Test | \$ 45.00 |
| 303-Concrete Drilled Cores & Sawed Beams ASTM C42 | Test | \$ 65.00 |
| 305-Concrete Pavement Coring - 4" Dia | Each | \$ 239.00 |
| 306-Concrete Pavement Coring - 6" Dia | Each | \$ 268.00 |
| 401-Geo Auger Borings- Hand & Truck/Mud Bug | LF | \$ 12.00 |
| 402-Geo Auger Borings- Track | LF | \$ 17.00 |
| 403-Geo Backhoe (Owned) | Day | \$ 1,300.00 |
| 405-Geo Barge (Owned) | Day | \$ 4,073.00 |
| 407-Geo Chainsaw (Owned) | Day | \$ 119.00 |
| 415-Geo Double Ring Infiltration ASTM D3385 | Each | \$ 620.00 |
| 416-Geo Dozer (Owned) | Day | \$ 1,700.00 |
| 418-Geo Drill Crew Support Vehicle | Day | \$ 280.00 |
| 421-Geo Dynamic Pile Testing/Pile Driving Analyzer | Day | \$ 600.00 |
| 422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft | Each | \$ 110.00 |
| 423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft | Each | \$ 110.00 |
| 424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft | Each | \$ 125.00 |
| 425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft | Each | \$ 125.00 |
| 427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft | Each | \$ 110.00 |
| 428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft | Each | \$ 110.00 |
| 429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft | Each | \$ 125.00 |
| 430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft | Each | \$ 125.00 |
| 432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method) | Each | \$ 379.00 |
| 434-Geo Ground Penetrating Radar (GPR) | Hour | \$ 375.00 |

Pinellas County
24-0351-RFP-CCNA

Tierra, Inc.
Standard Fee Schedule 2023-2024

East Lake Road Bridges over
Brooker Creek

| Item Description | Unit | Unit Price |
|---|------|------------|
| 435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft | LF | \$ 9.00 |
| 436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft | LF | \$ 12.00 |
| 437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft | LF | \$ 18.00 |
| 438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft | LF | \$ 26.00 |
| 440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft | LF | \$ 7.00 |
| 441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft | LF | \$ 8.00 |
| 442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft | LF | \$ 14.00 |
| 443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft | LF | \$ 19.00 |
| 445-Geo Grouted Monitor Well 2" 000-050 Ft | LF | \$ 39.00 |
| 450-Geo Piezometer 2" 000-050 Ft | LF | \$ 53.00 |
| 453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID | LF | \$ 63.00 |
| 455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID | LF | \$ 79.00 |
| 457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID | LF | \$ 86.00 |
| 459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID | LF | \$ 110.00 |
| 463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID | LF | \$ 49.00 |
| 465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID | LF | \$ 56.00 |
| 467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID | LF | \$ 64.00 |
| 473-Geo SPT Barge/Track/Amphibious 000-050 Ft | LF | \$ 24.00 |
| 474-Geo SPT Barge/Track/Amphibious 050-100 Ft | LF | \$ 33.00 |
| 475-Geo SPT Barge/Track/Amphibious 100-150 Ft | LF | \$ 54.00 |
| 476-Geo SPT Barge/Track/Amphibious 150-200 Ft | LF | \$ 71.00 |
| 478-Geo SPT Truck-Mud Bug 0-50 Ft | LF | \$ 17.00 |
| 479-Geo SPT Truck-Mud Bug 50-100 Ft | LF | \$ 20.00 |
| 480-Geo SPT Truck-Mud Bug 100-150 Ft | LF | \$ 33.00 |
| 481-Geo SPT Truck-Mud Bug 150-200 Ft | LF | \$ 44.00 |
| 483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft | LF | \$ 15.00 |
| 484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft | LF | \$ 18.00 |
| 485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft | LF | \$ 22.00 |
| 486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft | LF | \$ 28.00 |
| 488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft | LF | \$ 11.00 |
| 489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft | LF | \$ 15.00 |
| 490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft | LF | \$ 18.00 |
| 491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft | LF | \$ 23.00 |
| 514-Geo Truck/Mud Bug Mobil (30 miles straightline distance) | Each | \$ 700.00 |
| 515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft | Each | \$ 231.00 |
| 516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft | Each | \$ 269.00 |
| 517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft | Each | \$ 310.00 |
| 518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft | Each | \$ 379.00 |
| 519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft | Each | \$ 210.00 |
| 520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft | Each | \$ 215.00 |
| 521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft | Each | \$ 241.00 |
| 522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft | Each | \$ 266.00 |
| 525-Geo Well Development | Hour | \$ 192.00 |

Pinellas County
24-0351-RFP-CCNA

Tierra, Inc.
Standard Fee Schedule 2023-2024

East Lake Road Bridges over
Brooker Creek

| Item Description | Unit | Unit Price |
|---|------|--------------|
| 531-Geo Truck/Mudbug Drill Rig and Crew (2-person) | Hour | \$ 252.00 |
| 532-Geo Truck/Mudbug Drill Rig and Crew (3-person) | Hour | \$ 320.00 |
| 533-Geo Track/Barge Drill Rig and Crew (2-person) | Hour | \$ 269.00 |
| 534-Geo Track/Barge Drill Rig and Crew (3-person) | Hour | \$ 355.00 |
| 535-Geo Clearing Equip- Tractor, Bush Hog Attachment | Day | \$ 1,523.00 |
| 536-Geo Clearing Equip-Skid Steer/ASV, ForestMulching Attach | Day | \$ 2,195.00 |
| 537-Geo Clearing Equip-Skid Steer/ASV, Brush Cutter Attach | Day | \$ 1,692.00 |
| 538-Geo Clearing Equipment | Day | \$ 2,180.00 |
| 539-Geo Wash Boring for Rock Cores 0-50 Ft | LF | \$ 13.00 |
| 540-Geo Wash Boring for Rock Cores 50-100 Ft | LF | \$ 14.00 |
| 541-Geo Wash Boring for Rock Cores 100-150 Ft | LF | \$ 23.00 |
| 542-Geo Wash Boring for Rock Cores 150-200 Ft | LF | \$ 26.00 |
| 602-Mobilization-Vibration Monitoring Equipment | Each | \$ 380.00 |
| 603-Mobilization Asphalt Coring Equipment | Each | \$ 444.00 |
| 606-Mobilization Concrete Coring | Each | \$ 434.00 |
| 608 Mobilization Drill Rig Amphibious | Each | \$ 11,100.00 |
| 609-Geo Mobilization Drill Rig Barge Mount | Each | \$ 11,125.00 |
| 610-Geo Mobilization Drill Rig Track Mount | Each | \$ 3,250.00 |
| 612-Geo Mobilization Drill Rig Truck Mount | Each | \$ 580.00 |
| 614-Geo Mobilization Mudbug/All Terrain Vehicle | Each | \$ 1,170.00 |
| 618-Geo Mobilization Support Boat | Each | \$ 625.00 |
| 619-Geo Mobilization Tri-Pod | Each | \$ 1,658.00 |
| 620-Mobilization of Clearing Equipment | Each | \$ 658.00 |
| 701-MOT Attenuator Truck | Hour | \$ 271.00 |
| 702-MOT Channelizing Devices - Type I, II, VP, Drum (each) | Each | \$ 5.00 |
| 706-MOT Portable Sign | Each | \$ 50.00 |
| 708-MOT Provide Channelizing Devices - Cone | Each | \$ 8.00 |
| 710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator | Hour | \$ 280.00 |
| 712-MOT Support Vehicle | Hour | \$ 155.00 |
| 800-Soils Chloride Soil or Water (FM 5-552) | Test | \$ 110.00 |
| 803-Soils Consolidation - Constant Strain (ASTM D4186) | Test | \$ 595.00 |
| 804-Soils Consolidation - Extended Load Increments (AASHTO T216) | Day | \$ 174.00 |
| 805-Soils Corrosion Series (FM 5-550 through 5-553) | Test | \$ 305.00 |
| 806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236 | Test | \$ 391.00 |
| 810-Soils Limerock Bearing Ratio (LBR)(FM 5-515) | Test | \$ 410.00 |
| 811-Soils Liquid Limit (AASHTO T 89) | Test | \$ 66.00 |
| 812-Soils Materials Finer than 200 Sieve (FM 1-T011) | Test | \$ 51.00 |
| 817-Soils Moisture Content Laboratory (AASHTO T 265) | Test | \$ 19.00 |
| 819-Soils Organic Content Ignition (FM 1 T-267) | Test | \$ 53.00 |
| 821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer) | Test | \$ 200.00 |
| 822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer) | Test | \$ 84.00 |
| 823-Soils Permeability Constant Head (AASHTO T 215) | Test | \$ 411.00 |
| 824-Soils Permeability Falling Head (FM 5-513) | Test | \$ 341.00 |

Pinellas County
24-0351-RFP-CCNA

Tierra, Inc.
Standard Fee Schedule 2023-2024

East Lake Road Bridges over
Brooker Creek

| Item Description | Unit | Unit Price |
|---|---------|-------------|
| 825-Soils pH Soil or Water (FM 5-550) | Test | \$ 49.00 |
| 826-Soils Plastic Limit & Plasticity Index (AASHTO T 90) | Test | \$ 71.00 |
| 827-Soils Proctor Modified (FM 1-T 180) | Test | \$ 143.00 |
| 828-Soils Proctor Standard (AASHTO T 99) | Test | \$ 143.00 |
| 829-Soils Resistivity Soil or Water (FM 5-551) | Test | \$ 65.00 |
| 832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967) | Test | \$ 168.00 |
| 833-Soils Sulfate Soil or Water (FM 5-553) | Test | \$ 71.00 |
| 838-Soils Unconfined Compression - Rock (ASTM D7012, Method C) | Test | \$ 210.00 |
| Arsenic (Method 6010/7471) | Each | \$ 9.00 |
| Asbestos Samples | Each | \$ 15.00 |
| BTEX and MTBE (Method 8260) | Each | \$ 65.00 |
| Chlorinated Herbicides (Method 8151) | Each | \$ 100.00 |
| Drilling Permit Costs IE DEP | Each | \$ 250.00 |
| EDR Report | Each | \$ 500.00 |
| Field Sampling Kit (soil) | Each | \$ 75.00 |
| Field Sampling Survey Kit (water) | Each | \$ 75.00 |
| Flagman and Barricades 2-Man Crew Own Equipment | Day | \$ 1,080.00 |
| Handheld GPS | Per Day | \$ 80.34 |
| Mercury Individual (Method 6010/7471) | Each | \$ 25.00 |
| Organic Vapor Analyzer (OVA) | Day | \$ 150.00 |
| Organochlorine Pesticides (Method 8081) | Each | \$ 100.00 |
| Organophosphorous Pesticides (Method 8141) | Each | \$ 125.00 |
| Polyaromatic Hydrocarbons (Method 8270) | Each | \$ 100.00 |
| Polychlorinated Biphenals (8082) | Each | \$ 75.00 |
| Power Auger Boring (includes decontamination to a depth of 25 feet) | Foot | \$ 11.90 |
| RCRA 8 Metals (Method 6010/7471) | Each | \$ 65.00 |
| RCRA Metals Individual (Method 6010/7471) | Each | \$ 9.00 |
| Semi-Volatiles (Method 8270) | Each | \$ 200.00 |
| Site Clearing to Access Boring or Test Locations | Hour | \$ 210.00 |
| SPLP/TCLP Metals | Each | \$ 198.00 |
| TPH Method FL-Pro | Each | \$ 65.00 |
| Ultr Low Trace Mercury GW Individual (Method 1631) | Each | \$ 75.00 |
| Volatile Organics (Method 8260) | Each | \$ 95.00 |
| Volatile Organics BTEX/MTBE(Method 8260) | Each | \$ 60.00 |

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

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

2. INDEMNIFICATION

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

3. INSURANCE

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

The Consultant shall obtain and maintain, and require any sub-Consultants 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, Consultant 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 Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant 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 Political Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County, a Political Subdivision of the State of Florida 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.**

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.

- B. 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 Consultant 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 Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within seventy-two (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- C. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants 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 Consultant and its subcontractor 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 Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract;
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
 - 5) Provide 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;
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- D. 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 Consultant.
 - 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 | \$2,000,000 |
| General Aggregate | \$2,000,000 |

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

- 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

EXHIBIT C – INSURANCE REQUIREMENTS

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