

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: North County Sanitary Sewer Flow Monitoring Study – Professional Engineering Services

RFP CONTRACT NO. 190-0630-NC (SS)

COUNTY PID NO. 003202V

NON-CONTINUING FIRM: McKim & Creed, Inc.

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

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
North County Sanitary Sewer Flow Monitoring Study – Professional Engineering Services**

THIS AGREEMENT, entered into on the ____ day of _____, 2021, 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, Mc Kim & Creed, Inc. with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with the North County sanitary sewer flow monitoring study and perform all other professional engineering as may be required during the development and production of a final report. The project is located in the North County sewershed in Pinellas County, Florida

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

Develop a flow monitoring plan. The plan shall define and differentiate sewer zones within the North County Wastewater Collection System in a compatible GIS deliverable. The sewer zones shall be divided into flow monitoring sub-basins for ease of record keeping, reporting, and tracking purposes.

Required data collection is for both dry and wet weather seasons, for a period of one (1) year.

Evaluate criticality for each sewer zone and the entire North County sewer system.

Provide results for flow meter locations and flow meter basins, for larger rain-derived inflow and infiltration (I&I), and groundwater infiltration (GWI) in a geographic information system (GIS) format.

2.2 PROJECT PHASES – Not Applicable

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of all documents, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports and 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 schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within fifteen (15) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS – Not Applicable

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

2.5.1 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.

2.5.2 The Contractor and Subcontractor 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) 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 one (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 forth in this section.

2.5.3 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;
- 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

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate all work necessary for the PROJECT.

3.4.3 The CONSULTANT shall submit to the COUNTY analysis and computations to document the conclusions reached during the development of the PROJECT.

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

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare and submit all permit applications along with data, drawings, and all other pertinent information for approval of local, state and federal agencies. The CONSULTANT shall be reimbursed by the COUNTY for the application fee of such permits.

3.5.2 For the purpose of ensuring the timely approval of all permits necessary for 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, data and information as may be necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

**SECTION 4
SERVICES TO BE FURNISHED BY THE COUNTY**

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

Copies of existing I&I report, Sewer GIS data, pump station runtime data, existing aerial photographs, data pertinent to the PROJECT, which the COUNTY may have in its possession.

**SECTION 5
PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

5.1 Prior to the commencement of the flow monitoring activities, the COUNTY will conduct a kickoff meeting with the CONSULTANT for the purpose of discussing issues relative to the PROJECT. The CONSULTANT shall provide a proposed project schedule on or before the kickoff meeting with the project start date the same as the official Notice to Proceed.

5.2 The CONSULTANT shall make presentations of the final report to the COUNTY staff personnel.

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

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending.

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

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

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

6.3 CONTINGENCY SERVICES

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

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

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

The 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.

Invoicing will take place monthly and 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, is now concluded.

Invoices, status reports, and PlanTrax® spreadsheet will be submitted monthly to the COUNTY project manager for approval before submitting to the Clerk of Finance for processing and payment. The PlanTrax® submittal will include an updated schedule (in PlanTrax®) and projected spending for the duration of the project. The status report will include a summary of the work completed during the invoice period as well as information pertaining to any schedule changes in PlanTrax®. At the conclusion of the work, the final invoice will be marked "FINAL" on the invoice and be accompanied by a cover letter from the CONSULTANT stating that this is the Final Invoice and that compensation for tasks completed, as described in the Scope of Services, is now concluded.

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

- A. Soil Analysis/Geotechnical Investigations, if required.
- 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, if required.

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, An Nguyen, P.E., 14 South Fort Harrison, 6th Floor Clearwater, FL 33756.

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

A Lump Sum Fee of: Ninety-One Thousand Nine Hundred Forty-Two and 00/100 Dollars (\$91,942.00) for Task 1 – Project Management.

A Lump Sum Fee of: Forty-Four Thousand Five Hundred Thirty-Three and 00/100 Dollars (\$44,533.00) for Task 2 – Site Selection and Flow Monitoring Plan.

A Lump Sum Fee of: Four Hundred Eighteen Thousand Three Hundred Seventy and 00/100 Dollars (\$418,370.00) for Task 3 – Equipment Installation and Flow Monitoring.

A Lump Sum Fee of: Thirty-Six Thousand Two Hundred and 00/100 Dollars (\$36,200.00) for Task 4 – Monthly Reporting.

A Lump Sum Fee of: Two Hundred Eight Thousand Nine Hundred Twenty-Eight and 00/100 Dollars (\$208,928.00) for Task 5 – Sewer Flow Monitoring Study Report.

The above fees shall constitute the total not to exceed amount of **Seven Hundred Ninety-Nine Thousand Nine Hundred Seventy-Three and 00/100 Dollars (\$799,973.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the COUNTY.

7.2 Total agreement not-to-exceed amount is **Seven Hundred Ninety-Nine Thousand Nine Hundred Seventy-Three and 00/100 Dollars (\$799,973.00)**.

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

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

SECTION 12 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 13 CONSULTANT'S ACCOUNTING RECORDS

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

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, 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.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

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

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

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

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION

15.1 The 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

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

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

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

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

CONSULTANT acknowledges that it is functioning as an independent 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 one (1) year following the end of the contract.

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for three hundred thirty-six (336) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 ENTIRE AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

SECTION 27 PUBLIC RECORDS

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. CONSULTANT 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.

CONTRACTOR'S DUTY

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: McKim & Creed, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: STUART LEE
Title: PRESIDENT OF ENCL. Date: 9/2/21

By: _____
Name Date: _____
Chairman

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

**PINELLAS COUNTY
NORTH COUNTY SANITARY SEWER FLOW MONITORING STUDY
PROPOSAL NUMBER 190-0630-NC (SS)**

April 19, 2021

SERVICES TO BE FURNISHED BY THE CONSULTANT

1. PROJECT OVERVIEW

Having completed sewer system evaluation surveys (SSES) in the South County Wastewater Collection System, Pinellas County (County) is now looking to complete similar evaluations in North County Wastewater Collection System. The North County Wastewater Collection System conveys wastewater to the W.E. Dunn Water Reclamation Facility (WEDWRF) and consists of approximately 340 miles of gravity sewers, 85 miles of force mains, and 152 pump stations. The wastewater collection system transports an average of 6.5 million gallons of wastewater daily. The findings and recommendations from this evaluation will be used for implementing operation, maintenance, and capital improvements projects that will assist the County with maintaining and operating a safe, resilient, and sustainable wastewater collection system that will satisfy current and future regulatory requirements at the level of service the County's customers expect.

2. SCOPE OF SERVICES:

The following Scope of Services describes the work to be performed:

Task 1 – Project Management

- A. Provide project management for the duration of the project. This shall include the preparation of project documents and filing systems for the project that will include Contract documents, sub-consultant agreements, project schedule and deliverables list, project management plan, and a project safety plan.
- B. Conduct quality assurance and quality control (QA/QC) reviews by senior staff to ensure that the work product is accurate. Data recorded by the flow meters will be monitored for anomalies and if observed, field crews will respond to address issues with the equipment or installation conditions (e.g., buildup of debris on the sensor). A senior technician will also routinely review the collected data and monthly reports to ensure that the meter uptime and data reliability specifications are met or exceeded.
- C. Conduct an internal team kick-off meeting.
- D. Conduct kick-off meeting with the County to review project scope, deliverables, schedule, and other pertinent information related to the project. Primary points of contact shall be established. Meeting minutes will be prepared by the McKim & Creed team (Consultant) and distributed to meeting attendees.
- E. Conduct up to two (2) coordination meetings during the equipment installation period to keep the County informed of progress and discuss and resolve any issues. Meeting minutes will be prepared by the Consultant and distributed to meeting attendees.
- F. Attend up to two (2) one-hour long coordination meetings with the County and the County's Wastewater Master Plan consultant.
- G. Consultant will track and monitor the project schedule and budget by means of its internal accounting system. Updates on the status of the schedule and budget will be provided in progress reports and meetings. Deviations in schedule or budget shortfalls will be brought to the County's attention for resolution promptly.
- H. Prepare project invoices and progress reports each month and updated project schedule to accompany invoices. Draft invoices and status reports will be provided to the County for review and approval prior to submitting to the County Clerk for payment.

Task 2 – Site Selection and Flow Monitoring Plan

A. Data Collection and Review

Obtain available information from the County pertaining to the existing North County Wastewater Collection System. A data request spreadsheet will be submitted to the County and maintained to track data requested and received. If available, information that may be requested includes:

- Existing sanitary sewer collection system GIS data (e.g., gravity sewers, force mains, manholes, service laterals and pump stations),
- Available record drawings that describe key hydraulic structures which may include pump stations, flow diversion boxes, gravity lines, and force mains,
- Pump curves and operating levels for each pump station wet well (depth below finished floor/slab for pump “off” float and pump “on” float),
- Pump station SCADA data,
- Pump station flow diagram,
- Pump station basin boundaries,
- Historical SSO information and previous sewer system evaluations, and
- Past and ongoing projects to address infiltration and inflow (e.g., gravity sewer repair and/or lining projects).

B. Site Selection

Using the GIS data obtained from the County in Task 2A, Consultant will update the “Flowmeter Service Areas Map” previously developed and provided with our proposal. The Flowmeter Service Areas Map will be presented to the County for review and approval. Consultant will conduct a virtual meeting (Microsoft® Teams) with County staff to review the Flow Service Area Map. The North County Wastewater Collection System will be divided into eleven (11) sewer zones, one of which is the Lake St. George sewer zone where flow monitoring has already been performed. Sanitary sewer flow monitoring and infiltration and inflow for the Lake St. George sewer zone is not included in this scope of services.

Consultant will perform field observations of the proposed flow meter installation locations to confirm each site’s suitability, including MOT requirements, and hydraulic stability for meter installation. Meters will not be located along major corridors or heavy traffic areas that require MOT devices other than a few traffic cones. This will include inspection for potential installation of flow monitoring equipment on pump station discharge pipes in lieu of open-channel flow meters, as well as identifying pump stations with existing flow meters. Changes to the Flowmeter Service Areas Map resulting from the field observations will be reflected in a revised map and submitted with the Flow and Rainfall Monitoring Plan.

C. Flow and Rainfall Monitoring Plan

A Flow and Rainfall Monitoring Plan (Plan) will be developed for the County. The Plan will be guided by the February 16, 2017 *Sanitary Sewer Flow Monitoring Methodology/Protocols Document* previously prepared for the County. Consultant will submit an electronic version (Adobe pdf format) of the draft Plan to the County for review and comment. Consultant will conduct a meeting with the County to discuss review comments and clarify information prior to finalizing the Plan. Consultant will submit two (2) hard copies and one electronic copy (Adobe pdf format) of the final Flow and Rainfall Monitoring Plan incorporating the County's comments.

Task 3 – Equipment Installation and Flow Monitoring

Based on Consultant's preliminary review of the North County Wastewater Collection System and subsequent discussions with the County pertaining to project budget, the following equipment is anticipated. The need for this equipment will be confirmed with the Flow and Rainfall Monitoring Plan.

- Forty (40) wastewater flow meters
- Ten (10) piezometers to monitor groundwater level
- Ten (10) rain gauges

Installation of the equipment and monitoring will be performed in accordance with the procedures identified in the *Sanitary Sewer Flow Monitoring Methodology/Protocols Document*. Flow meters, rain gauges, and pressure sensors will be provided by the Consultant for use on this project and will remain the property of the Consultant.

A. Meter Installation and Monitoring

Consultant will install temporary flow monitoring devices within the North County Wastewater Collection System in accordance with the Flow and Rainfall Monitoring Plan. The flow meters to be utilized will be FloWav's 'Shortboard 2000' data recorder/RTU equipped with a FloWav 'PSA-AV' pressure level sensor and wave Doppler velocity sensor. For level measurement redundancy, a FloWav 'StingRay' ultrasonic level sensor will also be installed at all sites. The flow meter will use its internal RTU to send data to McKim & Creed's Telog 'Enterprise' server on a daily basis. Consultant will provide designated County staff with a link to our web-based browsing tool so that the recorded flow monitoring data stored on the 'Enterprise' server is easily and continuously accessible. At selected pump station sites, Greyline DFM 6.1 doppler flow meter will be installed. The output from the doppler flow meters will be integrated into the County's SCADA system as an additional asset management tool and used to compare pump operation to flows.

The flow monitoring equipment will be installed and maintained for a five (5) consecutive month period. Open channel flow meters will be calibrated initially during the installation, and subsequently as needed during flow monitoring period based on the flow data analysis. Priority will be placed on locating meters to assess the extent of

infiltration and inflow (I&I) from private systems which may be in poor condition and could be subject to significant I&I. Attention will also be given to locations where the sewer is adjacent to or crosses surface water. Installation forms showing meter location, pipe size(s), and pipe direction(s) will be submitted to the County for file (Adobe pdf format).

B. Pump Station Flow Monitoring

At select locations, Consultant will utilize pump run times and pump curve data provided by the County to determine I&I contribution to the pump station. The analysis will look at pump run times for each day of the week during dry weather to establish dry weather base flows for weekdays (M-F) and weekends (S-S). The pump run times during and after wet weather events will be compared to pump run times during dry weather to determine the RDII contribution to the pump station. Based on this comparison, the Consultant will rank and prioritize the pump stations in order of RDII contribution.

C. Groundwater Level Monitoring

Consultant will install up to ten (10) groundwater monitoring wells equipped with Telog PT-30b – Strain Gauge Pressure Sensor to establish initial groundwater elevations and monitor groundwater level for the five (5) consecutive month period coinciding with the flow monitoring. Proposed locations for the groundwater monitoring wells will be presented to the County for approval prior to deployment. The Strain Gauge Pressure Sensor will be connected to a Telog PR-32A - Single Channel Pressure Recorder to transmit the recorded data. Data recorded will include 5-minute measurements and the collected data will be uploaded to a dedicated website daily. The piezometer (pipe only) will remain after the completion of the project.

The groundwater elevation data will be utilized to discern changes in dry weather base flow, and to estimate the length of gravity sewers that are below the recorded groundwater elevation(s) based on County provided GIS mapping of its collection system network.

D. Rainfall Monitoring

Consultant will install and remove up to ten (10) rain gauges at locations within the North County Sanitary Sewer Service Area to monitor rainfall for the five (5) consecutive month period coinciding with the flow monitoring. The rainfall data will be downloaded daily to Consultant's Telog server and will be used to help establish rainfall dependent inflow/infiltration (RDII) volumes for each flow meter basin.

E. Data Management

Consultant will maintain a third party hosted, web-based data management platform for access by the County, to the flow monitoring, rainfall, and groundwater data for the five (5) consecutive month period coinciding with the flow monitoring. The data management platform will collect and store data once per day for all flow meter,

rainfall gauging, and groundwater monitoring equipment and provide notification when the flow metering equipment fails to send the 24-hour recorded data. The Consultant will provide access to the data to multiple (no limit) County users. Access will be gained through a dedicated web-based portal using a pre-established username and password.

Task 4 – Monthly Reporting

Consultant will prepare and submit monthly flow monitoring reports. The monthly report will be submitted electronically in PDF format and will consist of one summary table for each metered location. Each summary table will contain daily average depth, average velocity, average flow, rainfall, low flow, peak flow, and peak-to-average ratio. In addition, a table ranking each metered location from highest to lowest peak-to-average ration will be provided, as well as a separate table ranking each sub-basin where pump run time is used (provided pump run times are provided by the County). The monthly reports will be submitted 30 days after the end of each month.

Task 5 – Sewer Flow Monitoring Study Report

The Consultant will use the flow and rainfall data collected during the flow monitoring period to develop a Sewer Flow Monitoring Study Report (Report). The Report will include documentation of the I&I flow characterization, and provide a system-wide criticality evaluation (or prioritization) of metered basins generating the highest rates of I&I.

I&I rates vary from one wet weather event to the next due to a number of factors, including differences in antecedent moisture conditions, operations, and rainfall intensity, depth, and spatial distribution, all of which will be considered. It should be noted that the I&I characterization will evaluate RDII in terms of flow volume rather than peak flow rate if peak wet weather flows into the sanitary sewer system are dampened by upstream lift station capacities before they are measured by flow monitors.

The metered basin prioritization will be based on maximum observed levels of RDII and GWII&I in each sewer zone. The levels of RDII and GWI in each sewer zone will be estimated, normalized across basins varying in contributing area and extent of sewer infrastructure, and illustrated spatially. We will develop statistical correlations between tidal elevations, groundwater levels, and infiltration rates into the sewer systems. Establishing these correlations across the service area will provide information regarding where I&I management activities may be best applied and what areas of the system may be vulnerable to rising groundwater levels in response to sea level rise.

The metered basin prioritization will evaluate the criticality of areas with high I&I by considering readily available data on the County CIP, current R&R program, operations, and available information on existing hydraulic capacity limitations. This information will be obtained from the County. The metered basin prioritization will also incorporate the previous findings of RDII and groundwater infiltration in the Lake St. George Sewer Zone

performed by others. It is assumed that the results and findings of the Lake St. George sewer zone project will be provided to the Consultant in a format in compliance with *Sanitary Sewer Flow Monitoring Methodology/Protocols Document*.

The Consultant will prepare a draft Sewer Flow Monitoring Study Report along with the results in a geographic information system (GIS) format. The findings and recommendations of the analysis will be presented to the County at a workshop conducted by the Consultant. The Report will document and summarize the findings from the previous tasks including the results and recommendations from the I&I characterization and sewer zone prioritization analysis along with recommendations for further investigation and system improvements within each sewer zone and the entire North County Wastewater Collection System as a whole. The draft Report will be submitted to the County for review and comment. The draft Report will follow Pinellas County's *Guidance Memorandum – Sewer Flow Monitoring Study Final Report/Presentation* dated October 27, 2017. Consultant will finalize the report, incorporating comments provided by the County. The final report will be delivered in electronic format (Adobe pdf) and two (2) signed and sealed hard copies.

Field investigations, such as smoke testing and/or targeted CCTV of areas where high levels of I&I may contribute to capacity issues may be recommended as additional services to identify the I&I sources in order to minimize rehabilitation efforts and capital expenditures. These additional services will be performed by the Consultant if deemed necessary by the County, and upon receiving written notice to proceed from the County.

3. DELIVERABLES:

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

- A. Monthly status report and updated project schedule with invoice
- B. Meeting minutes (Adobe pdf format)
- C. Data request spreadsheet (MS Excel)
- D. Draft Flowmeter Service Areas Map (Adobe pdf format and two (2) hard copies)
- E. Draft Flow and Rainfall Monitoring Plan (Adobe pdf format)
- F. Final Flow and Rainfall Monitoring Plan (Adobe pdf format and two (2) hard copies)
- G. Flow meter installation forms (Adobe pdf format)
- H. Monthly flow monitoring reports (MS Excel and Adobe pdf format)
- I. GIS map layer prioritizing areas of high RDII and groundwater infiltration including the Lake St. George Sewer Zone. Locations where flow meters were installed will be included.
- J. Draft Sewer Flow Monitoring Study Report (Adobe pdf format) and Workshop
- K. Final Sewer Flow Monitoring Study Report (Adobe pdf format and two (2) signed and sealed hard copies)

SERVICES TO BE FURNISHED BY THE COUNTY

1. COUNTY RESPONSIBILITIES:

- A. County will provide access to all necessary facilities for execution of work, including pump stations and gravity manholes. The Consultant shall provide 72-hr advance notice for access.
- B. County will clean manholes and gravity sewer upstream of monitoring manholes as needed prior to meter installation. Consultant shall provide the County 3-week notice if cleaning is required.
- C. County will provide updated, GIS-based, geo-coded database of collection and transmission system files. The Consultant will rely on the accuracy and completeness of the GIS data as received. Updates to the GIS data are not included in this scope of services
- D. County will provide all available sewer system physical data and pump station data including record drawings, pipe material data, pump elevations, lead/lag/off setpoint elevations, pump curves, horsepower, wet well dimensions, pipe invert elevations, grade elevations, etc.
- E. County will provide SCADA data in electronic spreadsheet format delineating pump run time and, where available, pump flows and /or pump discharge pressures.
- F. County will define customer/public/local community/utility concerns to the Consultant, including historical SSO information.
- G. County will provide the results and findings of the Lake St. George sewer zone project in a format in compliance with *Sanitary Sewer Flow Monitoring Methodology/Protocols Document*.
- H. Consultant scope and fee does not include installation or relocation of equipment for purposes outside this scope of work.
- I. Consultant can reasonably rely upon the accuracy, and completeness of information and data provided by the County.

COMPENSATION TO THE CONSULTANT

For the Scope of Services described in this Agreement, as defined in Section 3, the County agrees to pay the Consultant a Lump Sum Fee of Seven Hundred Ninety-Nine Thousand Nine Hundred and Seventy-Three Dollars (\$799,973.00).

PERFORMANCE SCHEDULE

Description	Duration	Weeks from NTP
Kick-off Meeting with the County	1d	1
Complete Site Investigations / Determine Available Pump Station Data	2w	3
Prepare Draft Flow Monitoring Plan	2w	4
Milestone - Present Proposed Flow Monitoring Plan	1d	4
Comments from the County	1w	5
Finalize Flow Monitoring Plan	1w	6
Equipment Installation	4w	10
Milestone - Start of Flow Monitoring Period	1d	11
End of Flow Monitoring Period / Receive Monthly Pump Station Data	20w	31
Complete I&I Analysis	8w	39
Complete Prioritization of Basins and Prepare Presentation	3w	42
Prepare Draft Sewer Flow Monitoring Study Report	15w	45
Milestone - Present I&I Analysis and Basin Prioritization to the County	1d	42
Comments from the County	1w	43
Milestone - Submit Draft Sewer Flow Monitoring Study Report	1d	45
Comments from the County	1w	46
Prepare Final Sewer Flow Monitoring Study Report	2w	48
Milestone - Submit Final Sewer Flow Monitoring Study Report	1d	48

McKim & Creed, Inc.
M&C Proposal No. 200220
6/17/2021

Pinellas County
North County Sanitary Sewer Flow Monitoring Study
County Proposal 190-0630-NC (SS)

Task	Description	McKim & Creed													McKim Subtotal	Jacobs							Jacobs Subtotal	Lane Engineering		Lane Subtotal	H2R GW well install (EA)	Sub-Consultants Total	Project Total (McKim + Sub-Consultants)
		Sr Pr Mgr	Sr Tech Sp	Pr Eng	EI	Sr Admin	Acct	GIS Sp	Provide Temp Meters (EA/MO)	Install Flow Meter (EA)	Flow Meter Maintenance (EA/MO)	Install GW Monitoring Gauge	Intall Rain Gauges (EA)	Rain Gauge Maintenance (EA/MO)		Pr Mgr	Assoc PM	Sr Tech Sp	Assoc Eng	Staff Eng	Tech Editor	Sr Admin		Eng	Field Services				
		\$235.00	\$260.00	\$190.00	\$120.00	\$100.00	\$120.00	\$130.00	\$500.00	\$1,000.00	\$1,000.00	\$1,600.00	\$250.00	\$250.00		\$230.00	\$213.00	\$258.00	\$184.00	\$128.00	\$148.00	\$70.00		\$190.00	\$160.00				
Task 1	Project Management	122	116	2	84	8	26	2						360	24	28	10	8	12		20	102			0		102	462	
	Task 1 Cost	\$28,670	\$30,160	\$380	\$10,080	\$800	\$3,120	\$260	\$0	\$0	\$0	\$0	\$0	\$73,470	\$5,520	\$5,964	\$2,580	\$1,472	\$1,536	\$0	\$1,400	\$18,472	\$0	\$0	\$0	\$0	\$18,472	\$91,942	
Task 2	Site Selection and Flow Monitoring Plan	6	54	8	100	11		64						243	4	1	13	9				27			0		27	270	
	Task 2 Cost	\$1,410	\$14,040	\$1,520	\$12,000	\$1,100	\$0	\$8,320	\$0	\$0	\$0	\$0	\$0	\$38,390	\$920	\$213	\$3,354	\$1,656	\$0	\$0	\$0	\$6,143	\$0	\$0	\$0	\$0	\$6,143	\$44,533	
Task 3	Equipment Installation and Flow Monitoring		17	2	52			200	40	200	10	10	50	581								0	44	77	121	10	131	712	
	Task 3 Cost	\$0	\$4,420	\$380	\$6,240	\$0	\$0	\$100,000	\$40,000	\$200,000	\$16,000	\$2,500	\$12,500	\$382,040	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,360	\$12,320	\$20,680	\$15,650	\$36,330	\$418,370	
Task 4	Monthly Reporting		18		256	8								282								0			0		0	282	
	Task 4 Cost	\$0	\$4,680	\$0	\$30,720	\$800	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,200	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$36,200	
Task 5	Sewer Flow Monitoring Study Report	20	96	18	120	17		40						311	36	128	62	210	452	44		932			0		932	1243	
	Task 5 Cost	\$4,700	\$24,960	\$3,420	\$14,400	\$1,700	\$0	\$5,200	\$0	\$0	\$0	\$0	\$0	\$54,380	\$8,280	\$27,264	\$15,996	\$38,640	\$57,856	\$6,512	\$0	\$154,548	\$0	\$0	\$0	\$0	\$154,548	\$208,928	
Project Total Hours/Units		148	301	30	612	44	26	106	200	40	200	10	10	50	1777	64	157	85	227	464	44	20	1061	44	77	121	10	1192	2969
Project Total Cost		\$34,780	\$78,260	\$5,700	\$73,440	\$4,400	\$3,120	\$13,780	\$100,000	\$40,000	\$200,000	\$16,000	\$2,500	\$12,500	\$584,480	\$14,720	\$33,441	\$21,930	\$41,768	\$59,392	\$6,512	\$1,400	\$179,163	\$8,360	\$12,320	\$20,680	\$15,650	\$215,493	\$799,973

Classifications and rates per approved Schedule of Rates, December 14, 2020.

	TASK MANPOWER AND COST SUMMARY	
Task 1	Project Management	\$91,942
Task 2	Site Selection and Flow Monitoring Plan	\$44,533
Task 3	Equipment Installation and Flow Monitoring	\$418,370
Task 4	Monthly Reporting	\$36,200
Task 5	Sewer Flow Monitoring Study Report	\$208,928
	TOTAL COST	\$799,973
	TOTAL HOURS/UNITS	2969

		Pr Mgr	Assoc PM	Sr Tech Sp	Assoc Eng	Staff Eng	Tech Editor	Sr Admin	Cost
Task 1	Project Management and Kickoff	230	213	258	184	128	148	70	
	Contract set-up, sub-agreements, schedule; schedule maintenance, safety plan	8						8	\$ 2,400.00
	Project management	4	8						\$ 2,624.00
	Internal meetings	4	12	4	4	4			\$ 5,756.00
B	Internal KO meeting	4		2	4	4			\$ 2,684.00
C	Client KO meeting	4		4		4			\$ 2,464.00
D	MP Consultant Coordination								\$ -
E	Monthly invoices, status reports, schedule		8					12	\$ 2,544.00
	SUBTOTAL								\$ 18,472.00
TASK 2	Site Selection and Flow Monitoring Plan								
A	Data collection and review	1	1	1	1				\$ 885.00
B	Site selection	1		8	4				\$ 3,030.00
	Update Flow Area Map (from GIS)								\$ -
	Flow Area Map review meeting w/ County								\$ -
	Site visits								\$ -
	Update Flow Area Map (from site visits)								\$ -
C	Flow and Rainfall Monitoring Plan								\$ -
	Draft plan								\$ -
	QAQC review	2		4	4				\$ 2,228.00
	Revise/submit draft plan								\$ -
	Plan review meeting w/ County								\$ -
	Finalize Flow and Rainfall Monitoring Plan								\$ -
	SUBTOTAL								\$ 6,143.00
Task 3	Equipment Installation and Flow Monitoring								
Task 4	Monthly Reporting								
A	Raw data compilation								\$ -
	"Scrub" data								\$ -
	Draft monthly monitoring reports (5)								\$ -
	QAQC review								\$ -
	Revise/submit monthly monitoring report (5)								\$ -
	SUBTOTAL								\$ -
Task 5	Sewer Zone Prioritization Report								
	Data analysis	8	16	20	80	220			\$ 53,288.00
	Prioritize Sewersheds with I/I Analysis Results and Additional Data from County	4	24	10	80	60			\$ 31,012.00
	Draft Sewer Zone Prioritization Evaluation TM	8	32	8	40	80	20		\$ 31,280.00
	QAQC draft TM	8	16	8					\$ 7,312.00
	Revise/submit draft TM			4	10	40	12		\$ 9,768.00
	Workshop with County	4	16	4		16			\$ 7,408.00
	Revise TM to address comments from workshop	4	24	8		36	12		\$ 14,480.00
	SUBTOTAL								\$ 154,548.00
Task 6	Final Report								
A	Draft Sewer Flow Monitoring Study Report								\$ -
	QAQC draft report								\$ -
	Revise/submit draft report								\$ -
	Review meeting with the County								\$ -
B	Revise report per County comments								\$ -
	QAQC final report								\$ -
	Revise/submit final report								\$ -
		64	157	85	227	464	44	20	\$ 179,163.00



June 18, 2021

McKim & Creed, Inc.
Attn: Mitch Chiavaroli, Director of Engineering
1365 Hamlet Ave
Clearwater, FL 33756

Re: Proposal for 190-0630-NC (SS), North County Sanitary Sewer Flow Monitoring Study –
Professional Engineering Services

Mr. Chiavaroli

Lane Engineering, Inc. (LEI) is pleased to offer this proposal to install, commission, monitor, and decommission ten (10) each groundwater monitoring gauges for the North County Sewer Flow Sewer Flow Monitoring Study.

Equipment

It is our understanding that McKim & Creed will purchase and furnish the equipment. LEI will install equipment, including locks and batteries, provided by McKim & Creed. All equipment will be delivered to McKim & Creed at the completion of the project.

Task 3 Field Services

Installation of the ten groundwater monitoring units will be accomplished in three trips. At each groundwater monitoring site, a site conditions assessment will be completed, including documentation of the elevations relative to a provided survey benchmark (provided by others).

LEI Field Services will schedule a single trip to each modem during the project duration. This trip will accommodate troubleshooting as necessary as well as provide manual collection of data validation points during the data collection window.

LEI Field Services will decommission all monitoring well sites at the completion of the project in two trips. In the decommissioning process, equipment will be removed, a manual groundwater level reading will be taken, and the monitoring well will be capped / secured.



Task 3 Engineering Services

LEI will perform an engineering review of the installed condition of each groundwater monitoring system, as well as provide a weekly engineering review of the state of each monitoring system to ensure data availability and check for data anomalies.

At the completion of the project, LEI will perform any necessary data corrections to correlate the sensor data with the measured groundwater elevations during field visits.

Assumptions

- All locations in North Service Area (Tarpon Springs)
- Surveyed elevations will be provided for each monitoring well exterior base at concrete (by others)
- Monitoring Well completion reports will be provided (by others)
- Monitoring wells are 2", secured by well protectors
- Well locations are unknown and cellular service cannot be verified until locations are provided
- Well locations will be accessible at all times
- Well locations will be secured to accommodate installation of the Pressure Recorder unit on the exterior of the well protector. LEI does not provide coverage for vandalism, theft, or damage from force majeure events.
- McKim & Creed will provide LEI access to the TeLog enterprise server to access data reported by the 10 groundwater monitoring systems.
- Groundwater monitoring system installation will be completed within 2-weeks of equipment delivery from McKim & Creed.
- McKim & Creed will provide new/sealed batteries for use at the time of equipment delivery.
- McKim & Creed will provide locks compatible with the monitoring well installation at the time of equipment delivery
- Three visits to each site have been accommodated in this proposal (3 installation trips, 10 service trips, 2 decommissioning trips (in total)). Additional site visits will be coordinated under a separate scope of services.

Pricing

Field and Engineering services pricing for installation, maintenance, and data collection/validation for 10-sites over the period of the project totals \$20,680.00.



Lane Engineering, Inc.
 1808 James L Redman Parkway, Suite 311
 Plant City, FL 33563

www.laneengineering.com
 o: 813-298-0343
 c: 813-758-4858

Pricing Breakdown



Lane Engineering, Inc.
 1808 James L Redman Parkway, Suite 311
 Plant City, FL 33563

TASK	Description	Engineer	Field Services	Cost
		\$190.00	\$160.00	
Task 1	Project Management			\$0
Task 2	Site Selection and Flow Monitoring Plan			\$0
Task 3	Equipment Installation and Flow Monitoring	44	77	\$20,680
	Field Services		77	
	PE Services	44		
	Review site install logs	3		
	Weekly monitoring	24		
	Review decommission logs	2		
	Data validation/transfer	15		
Task 4	Monthly Reporting			\$0
Task 5	Sewer Flow Monitoring Study Report			\$0
	TOTAL COST			\$20,680
	TOTAL HOURS	44	77	



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Thank you for including Lane Engineering, Inc on your team and we look forward to working on this project with McKim & Creed, Inc.

Regards,

Mandy L. Parks, P.E.
Lane Engineering, Inc



June 23, 2021

Mr. Mitchel Chiavaroli, PE
McKim & Creed, Inc.
3903 Northdale Blvd
Tampa, FL 33624

Subject: Groundwater Monitoring Well Installation
North County Sanitary Sewer Flow Monitoring Study
Pinellas County Contract No. 190-0630-NC (SS)
H2R Proposal No: 200901.133

Dear Mr. Chiavaroli:

H2R Corp. (H2R) appreciates the opportunity to submit this proposal to conduct groundwater monitoring well installations for the subject project. H2R understands that groundwater monitoring at ten (10) locations requires the installation of permanent monitoring wells.

SCOPE OF SERVICES

Drilling

Based on our understanding of the project requirements, H2R will perform the following tasks:

- Utility location – see details in Site Access section. Staked locations for monitoring wells to be provided in advance by Client
- Ten (10) borings up to a maximum of 50 feet below grade at staked locations
- Installation of a 2.0-inch schedule 40 PVC riser with 5-foot screen, sand pack, bentonite seal, and grout finish
- Installation of surface protection consisting of a 4-inch square steel locking well cap in an approximately 2-foot square concrete pad at each location
- Four nominal 4-inch diameter bollards at each corner of the pad

Site Access and Exfiltration Locations

Items to be provided by the Client include the right of entry to conduct the exploration and an awareness and/or location of any subsurface utilities existing in the area. Also, if there are any other restrictions or special requirements regarding this site or exploration, these should also be known prior to our commencing fieldwork. We will contact Sunshine State One-Call of Florida

(SSOCOF) regarding location of utility lines at the project site. H2R will be responsible to the extent that we will not drill in an area where utilities have been properly located and marked. H2R is not responsible to the extent of any loss, damage, or injury caused by the failure to locate a utility properly or inaccurate and/or incomplete information provided by others.

Based on our review of the site location from satellite imagery we anticipate no clearing will be required for rig access. If unforeseen site conditions restrict access beyond what is anticipated we will contact you for further instructions

COMPENSATION


Based on the required mobilization of the required personnel to and from the testing locations, and the work scope outlined herein, we will perform the drilling and monitoring well installation services for a unit rate of **\$1,565 per well** or an estimated total of **\$15,650**.

Services are anticipated to be initiated immediately upon receipt of a written notice to proceed with drilling to commence as soon as the utility locate ticket is processed. The utility ticket can be entered as soon as staked locations are provided

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

In Gratitude,

H2R Corp



Jordan Nelson, P.E.
Project Engineer



H2R Corp
3921 76th Avenue N.
Pinellas Park, FL 33781

TASK	Description	Unit	Unit Cost	Cost
		(EACH)		
Task 1	Project Management			\$0
Task 2	Site Selection and Flow Monitoring Plan			\$0
Task 3	Equipment Installation and Flow Monitoring			
	GW Monitoring Well Installation	10	1565	\$15,650
	(up to 50ft - includes casing, sand pack, drilling, installation, development up to 1 hour, surface protection riser, concrete pad, and bollards)			
Task 4	Monthly Reporting			\$0
Task 5	Sewer Flow Monitoring Study Report			\$0
	TOTAL COST			\$15,650



ENGINEERS

SURVEYORS

PLANNERS

December 14, 2020

MC#: 200220

Ms. Sue Steele, CPPB
Lead Procurement Analyst
Pinellas County Purchasing
14 South Ft Harrison – 6th floor
Clearwater, Florida 33756
via email at ssteele@pinellascounty.org

**RE: Pinellas County
North County Sanitary Sewer Flow Monitoring Study – Professional
Engineering Services
Contract No. 190-0063-NC (SS)**

Dear Ms. Steele:

Per your December 10, 2020 letter and our subsequent phone conversation, enclosed please find McKim & Creed's revised hourly rate structure, as well as the hourly rate structures for our sub-consultants for the personnel and services anticipated for the above referenced project.

As discussed, we have revised McKim & Creed's Sr. Project Manager to \$235/hr and clarified that Lane Engineering, Inc.'s Field Services rate of \$160/hr includes the equipment required for them to perform the field work; in this case groundwater monitoring, equipment calibration and maintenance.

Sincerely,

McKIM & CREED, INC.

Mitchel Chiavaroli, PE
Director of Engineering

Enclosures:

McKim & Creed, Inc. rates - **revised**
Jacobs Engineering, Inc. rates
Applied Sciences, Inc rates
Lane Engineering rates - **revised**
H2R Corp. rates

1365 Hamlet Avenue
Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

EXHIBIT B
NORTH COUNTY SANITARY SEWER FLOW MONITORING STUDY
PROFESSIONAL ENGINEERING SERVICES
190-0630-CN (SS)
SCHEDULE OF RATES
December 14, 2020

Engineering Services	
Classification	Hourly Rate
Administrative Assistant	\$ 75
Designer/CADD Tech	\$ 110
Engineer Intern	\$ 120
Engineering Manager	\$ 240
Lead SCADA Programmer	\$ 175
Principal	\$ 270
Programmer	\$ 160
Project Accountant	\$ 120
Project Administrator	\$ 85
Project Engineer	\$ 190
Regional Manager	\$ 275
Senior Designer	\$ 130
Senior Project Administrator	\$ 100
Senior Project Engineer	\$ 220
Senior Project Manager	\$ 235
Senior Technical Specialist	\$ 260
Field Surveying	
Classification	Hourly Rate
Project Surveyor	\$ 140
Senior Survey CAD Technician	\$ 110
Senior Surveyor/Project Manager	\$ 200
Survey CAD Technician	\$ 95
Survey Field Supervisor	\$ 110
Survey Technician	\$ 85
One (1) Person Survey Crew Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 135
Two (2) Person Survey Crew includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 160
Three (3) Person Survey Crew includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 210

1365 Hamlet Avenue
Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

Subsurface Utility Engineering	
Classification	Hourly Rate
Utility Engineering Analyst	\$ 105
Utility Engineering Manager	\$ 190
Utility Engineering Specialist	\$ 140
Utility Engineering Technician	\$ 85
Utility Engineering Designate Crew (2 Person) includes: equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 190
Utility Engineering Designate Crew (3 Person) includes: equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 230
Utility Engineering Vacuum Excavation Crew (2 Person) includes: equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 200
Utility Engineering Vacuum Excavation Crew (3 Person) includes: equipment/instruments, vehicles, personnel and all supplies/fuel	\$235
Geographic Information System (GIS)	
Classification	Hourly Rate
GIS Analyst	\$ 135
GIS Manager	\$ 200
GIS Senior Technician	\$ 110
GIS Specialist	\$ 130
GIS Technician	\$ 95
R&R Services	
Classification	Hourly Rate
CCTV Inspection (Up to 18")	\$ 2.50/LF
CCTV Inspection (>18" to 36")	\$ 3.50/LF
Installation & Calibration of Flow Meters	\$ 1,000/EA
Installation & Calibration of Rainfall Gauges	\$ 250/EA
Maintenance of Flow Meters	\$ 1,000/EA/Mo.
Maintenance of Rainfall Gauges	\$ 250/EA/Mo.
Manhole Inspection	\$ 98/MH
Provide Temporary Flow Meters	\$ 500/EA/Mo.
Smoke Testing	\$ 0.35/LF



One Tampa City Center
201 N. Franklin Street
Suite 1400
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T +1.813.676.2300
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www.jacobs.com

Contract: 190-1630-NC(SS)
North County Sanitary Sewer Flow Monitoring Study –
Professional Engineering Services

Exhibit B

On behalf of Jacobs Engineering Group Inc. the rate schedule is submitted for your consideration on the referenced contract to be used on both lump sum and time and materials contracts.

Employer Category	Rates (US\$)
<hr/> <u>Professionals</u> -- Engineers, Architects, Planners, Economists, Scientists	
Sr. Administrative Assistant/Document Processor	70
Associate Engineer	184
Associate Project Manager	213
Design Engineer/Planner; Senior Project Assistant	157
Graphic Designer	128
Project Manager	230
Senior Technical Specialist	258
Staff Engineer; Staff Scientist	128
Technical Editor	148



EXHIBIT B

HOURLY RATE SCHEDULE

**NORTH COUNTY SANITARY SEWER FLOW MONITORING STUDY –
PROFESSIONAL ENGINEERING SERVICES**

PROJECT NO: 190-0630-NC (SS)

Classification	Hourly Rate
Administrative Assistant	\$59.00
Designer	\$104.00
Design Engineer	\$114.00
Engineer I	\$91.00
Engineer II	\$122.00
Engineer III	\$130.00
Environmental Scientist I	\$79.00
Environmental Scientist II	\$98.00
Environmental Scientist III	\$109.00
Professional Engineer	\$142.00
Principal Consultant	\$205.00
Sr. Design Engineer	\$129.00
Sr. Environmental Scientist	\$194.00
Sr. Principal	\$224.00
Sr. Professional Engineer	\$171.00
Sr. Scientist Ph. D.	\$194.00
Sr. Technician	\$79.00
Supervisory Engineer	\$194.00
Technician	\$74.00



Lane Engineering, Inc.
1808 James L Redman Parkway, Suite 311
Plant City, FL 33563

www.laneengineering.com
o: 813-298-0343
c: 813-758-4858

December 11, 2020

McKim & Creed, Inc.
Attn: Mitch Chiavaroli, Director of Engineering
1365 Hamlet Ave
Clearwater, FL 33756

Re: Fully Burdened Rate Statement for 190-0630-NC (SS), North County Sanitary Sewer Flow Monitoring Study – Professional Engineering Services

Mr. Chiavaroli

Per your request, we are providing revised fully burdened rates for the North County Sanitary Sewer Flow Monitoring Study.

Field Service, including equipment required	\$160/hour
Engineering Services	\$190/hour

Thank you for including Lane Engineering, Inc on your team and we look forward to working on this project with McKim & Creed, Inc.

Regards,

Mandy L. Parks, P.E.
Lane Engineering, Inc



November 19, 2020

Mr. Mitchel Chiavaroli, PE
McKim & Creed, Inc.
3903 Northdale Blvd
Tampa, FL 33624

Subject: North County Sanitary Sewer Flow Monitoring Study – Professional Engineering Services
Pinellas County Contract No. 190-0630-NC (SS)

County Request for Consultant’s Schedule of Values
H2R Proposal No: 200901.133

Dear Mr. Chiavaroli,

Congratulations on McKim & Creed being selected by the County for Contract discussions. We are most pleased to be part of the team. Per your request, and as directed by the County, we are submitting H2R’s Schedule of Values. As we understand it this is the first step in contract negotiations, and we remain standing at the ready as the process develops.

In Gratitude,

H2R Corp

A handwritten signature in blue ink, appearing to read "David A. Rancman", is written over a horizontal line. The signature is fluid and cursive in style.

David A. Rancman, PE
President and CEO

Attachment: H2R Schedule of Values (4 pages)



SCHEDULE OF RATE VALUES

North County Sanitary Sewer Flow Monitoring Study
 Geotechnical Teaming Partner to McKim & Creed, Inc.

BY: JDN
 DATE: 11/19/20

Group	Code		Line Item Description	UM	Rate		
H2R Labor [001 - 012]	001	Home	MAT Engineering Technician	Hour	\$65		
	002		MAT Senior Engineering Technician	Hour	\$90		
	003		CEI Geotechnical Technician- DSF	Hour	\$85		
	004		CEI Geotechnical Technician- Pile Foundation	Hour	\$85		
	005		CEI Secretary/Clerk Typist	Hour	\$80		
	006		Engineering Intern	Hour	\$95		
	007		Engineer 1	Hour	\$125		
	008		Senior Engineer 1	Hour	\$175		
	009		Chief Engineer 1	Hour	\$225		
	010		CADD/Computer Technician	Hour	\$65		
	011		Senior Engineering Technician	Hour	\$92		
	012		Secretary/Clerical	Hour	\$72		
H2R Labor [001 - 012]	001	Field	MAT Engineering Technician	Hour	\$65		
	002		MAT Senior Engineering Technician	Hour	\$90		
	003		CEI Geotechnical Technician- DSF	Hour	\$85		
	004		CEI Geotechnical Technician- Pile Foundation	Hour	\$85		
	006		Engineering Intern	Hour	\$95		
	007		Engineer 1	Hour	\$125		
	008		Senior Engineer 1	Hour	\$175		
	009		Chief Engineer 1	Hour	\$225		
	011		Senior Engineering Technician	Hour	\$92		
	H2R SUBSURFACE EXPLORATIONS & SPECIALTY FIELD SERVICES		610		Mobilization Drill Rig Track Mount	Each	\$850
			612		Mobilization Drill Rig Truck Mount	Each	\$425
415			Geo Double Ring Infiltration ASTM D3385	Each	\$470		
432			Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$260		
433			Geo Field Permeability 10-25 Ft (Open - End Borehole Method)	Each	\$340		
			Groundwater Monitoring Well Installation - up to 50 ft - includes casing, sand pack, drilling, installation, development up to 1 hour, surface protection riser, concrete pad, and bollards	Each	\$1,565		
			Groundwater Monitoring Well Installation - 50-100 ft - includes casing, sand pack, drilling, installation, development up to 1 hour, surface protection riser, concrete pad, and bollards	Each	\$2,915		
525			Geo Additional Well Development	Hour	\$140		
			Drill Rig Decontamination between Holes	Hour	\$140		

H2R SOILS TESTING [800 - 839]

Group	Code	Line Item Description	UM	Rate
	800	Soils Chloride Soil or Water (FM 5-552)	Hour	\$45
	801	Soils Consolidation - Additional Increments (AASHTO T 216)(13 to 24 Loads)	Each	\$68
	802	Soils Consolidation - Additional Increments (AASHTO T 216)(up to 12 Loads)	Each	\$65
	803	Soils Consolidation - Constant Strain (ASTM D4186)	Each	\$500
	804	Soils Consolidation - Extended Load Increments (AASHTO T216)	Day	\$95
	805	Soils Corrosion Series (FM 5-550 through 5-553)	Day	\$175
	806	Soils Direct Shear Consolidated Drained/ Point FM 3-D3080	Test	\$280
	807	Soils Field Vane Shear Test (ASTM D2573)	Test	\$185
	808	Soils Flexible Wall Permeability (ASTM D 5084)	Test	\$365
	809	Soils Hydrometer Only (AASHTO T88)	Test	\$45
	810	Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$345
	811	Soils Liquid Limit (AASHTO T 89)	Test	\$50
	812	Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$39
	814	Soils Miniature Vane Shear Test (ASTM D4648)	Test	\$10
	817	Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$10
	818	Soils Moisture Content Microwave (AASHTO D4643)	Test	\$10
	819	Soils Organic Content Ignition (FM 1 T-267)	Test	\$38
	821	Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$115
	822	Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$60
	823	Soils Permeability Constant Head (AASHTO T 215)	Test	\$250
	824	Soils Permeability Falling Head (FM 5-513)	Test	\$270
	825	Soils pH Soil or Water (FM 5-550)	Test	\$40
	826	Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$45
	827	Soils Proctor Modified (FM 1-T 180)	Test	\$120
	828	Soils Proctor Standard (AASHTO T 99)	Test	\$115
	829	Soils Resistivity Soil or Water (FM 5-551)	Test	\$45
	831	Soils Specific Gravity (AASHTO T 100)	Test	\$72
	832	Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$120
	833	Soils Sulfate Soil or Water (FM 5-553)	Test	\$45
	835	Soils Triaxial Consolidated-Drained (CD) Per Point\Cell (ASTM D7181)	Test	\$225
	836	Soils Triaxial Consolidated-Undrained (CU) Per Point\Cell (AASHTO T297/ASTM D4767)	Test	\$225
	837	Soils Triaxial Unconsolidated-Undrained (UU) Per Point\Cell (AASHTO T296/ASTM D28	Test	\$225
	838	Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$118
	839	Soils Unconfined Compression - Soil (AASHTO T208/ASTM D2166)	Test	\$90

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

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- c) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- d) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at 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) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by 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, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- e) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- f) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

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

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

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

h) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limits

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

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

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