

**BOARD OF COUNTY COMMISSIONERS**

DATE: June 5, 2012  
AGENDA ITEM NO. 18

Consent Agenda

Regular Agenda

Public Hearing

**County Administrator's Signature:** *[Handwritten Signature]*

**Subject:**

Approval of Final Agreements- Construction Engineering & Inspection (CEI) Consultant Services  
Contract No. 101-0468-CN (AM)

**Department:**

Department of Environment & Infrastructure / Purchasing

**Staff Member Responsible:**

Jorge Quintas / Joe Lauro

**Recommended Action:**

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENTS WITH EACH OF THE FIFTEEN (15) TOP RANKED FIRMS FOR CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES ON A CONTINUING BASIS AS OUTLINED IN THE REQUEST FOR PROPOSAL.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENTS BY THE FIRMS, THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST PERTAINING TO THE FOLLOWING FIRMS:

1. AECOM TECHNICAL SERVICES, INC., TAMPA, FL
2. ATKINS NORTH AMERICA, INC., TAMPA, FL
3. E.C. DRIVER & ASSOCIATES, INC., TAMPA, FL
4. GANNETT FLEMING, INC., LARGO, FL
5. HDR CONSTRUCTION CONTROL CORP., TAMPA, FL
6. H.W. LOCHNER, INC., CLEARWATER, FL
7. JONES EDMUNDS & ASSOCIATES, INC., TAMPA, FL
8. KCCS, INC., TAMPA, FL
9. KCI TECHNOLOGIES, INC., TAMPA, FL
10. MCKIM & CREED, INC., CLEARWATER, FL
11. METZGER & WILLARD, INC., TAMPA, FL
12. PARSONS BRINCKERHOFF D/B/A PB AMERICAS, INC., TAMPA, FL
13. PARSONS WATER & INFRASTRUCTURE, INC., TAMPA, FL
14. REYNOLDS, SMITH AND HILLS CS, INCORPORATED, TAMPA, FL
15. URS CONSTRUCTION SERVICES, INC., TAMPA, FL

**Summary Explanation/Background:**

On February 21, 2012, the Board, as per Consultant Competitive Negotiation Act (CCNA) requirements, approved the ranking of firms pertaining to a continuing contract for qualified consultants to assist the Department of Environment and Infrastructure (DEI) with the implementation of their Capital Improvement Projects (CIP) for CEI services. In addition to the standard requirements contained in typical continuing services CCNA contracts, the RFP also contained specific projects on which the successful firms had to base their qualifications upon.

A final agreement with each of the fifteen (15) firms has been negotiated by Purchasing staff and is presented to the Board for consideration. The new contracts offer several advantages over previous contracts: all firms provided fully loaded rates which include all overhead, profit and local travel; Consumer Price Index adjustments have been deleted; rates are fixed for the initial term of thirty-six (36) months, and the County reserves the right to renegotiate rates if there is a change in market conditions.

The contract is effective upon execution of the agreements and continues for a period of thirty-six (36) months with option for one (1) twenty-four (24) month term extension.

Staff thought it was more prudent to attach a sample of the agreement along with the firms corresponding negotiated rates as opposed to copying all fifteen (15) agreements.

**Fiscal Impact/Cost/Revenue Summary:**

The upset limit over the initial thirty-six (36) month term of the contract is an amount not to exceed \$600,000.00 for each firm based on a total estimated project and non-specific work order expenditure of \$9,000,000.00. The expenditure limit pertaining to this contract is solely based on potential grant funding. There is the possibility the actual expenditures related to this contract may increase or decrease based on actual funding. The contract may be extended for an additional twenty-four (24) month period. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to these agreements pending the negotiated rates remain the same.

**Exhibits/Attachments:**

- Sample Final Agreement
- Negotiated Rates of Consultants and Sub-consultants

# PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1  
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL \_\_\_\_\_ SERVICES FOR  
\_\_\_\_\_ Department

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_ 20\_\_\_\_ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and AECOM Technical Services, Inc., with offices in Tampa, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Department of Environment and Infrastructure (DEI) requires **Construction Engineering and Inspection (CEI)** related professional services in support of the County's capital improvement programs on an as needed basis, herein referred as WORK, and

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the management needs of the COUNTY DEI Department, and

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

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

**SECTION 2**  
**GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

**2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES**

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

The Continuing Engineering CONSULTANT shall function as an extension of the COUNTY's resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The Continuing Engineering CONSULTANT shall minimize the COUNTY's need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Section 3, provided such action does not alter the intent of this AGREEMENT.

**2.2 ASSIGNMENT OF WORK**

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

**2.3 CONSULTING RESPONSIBILITIES**

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its WORK, including checking and plans review, and that submittals are complete. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions, in similar locations. The CONSULTANT shall use due care in performing in an engineering capacity and shall have due regard for acceptable standards of all engineering principles.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the WORK by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- 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 herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the WORK shall be fully qualified and shall be authorized or permitted under law to perform such services.

## 2.4 CONSULTANT PERFORMANCE

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

1. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one (1) week of notification.
2. Replace personnel whose performance has been determined by the COUNTY to be inadequate. Personnel whose performance has been determined to be unsatisfactory shall be removed immediately.
3. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the CONSULTANT's responsibility.
4. Increase the scope and frequency of training of the CONSULTANT personnel.

## 2.5 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

Services provided by the CONSULTANT shall be in accordance with applicable professional and 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 projects or the services to be performed.

### A. QUALITY ASSURANCE RECORDS

The CONSULTANT shall maintain adequate records of the quality assurance actions performed by its organization including its subcontractors and vendors, in providing services and products under this AGREEMENT. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. These records shall be available to the COUNTY upon request during the term of this AGREEMENT. All records shall be kept at the primary office site. All records are subject to audit review.

### B. PINELLAS COUNTY STANDARDS

The CONSULTANT shall provide services in accordance with the COUNTY DEI Construction Contract Administration and Construction Observation Reference Manual , all or in part.

## SECTION 3

### SERVICES TO BE FURNISHED BY THE CONSULTANT

The Continuing Engineering Consultant efforts required under this AGREEMENT will support the implementation of DEI Capital Improvement Program (CIP). The CONSULTANT will assist the COUNTY with the implementation of the CIP by conducting all or part of the tasks. The following is a list of tasks that may be asked to perform:

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment, and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and the booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD, Civil 3D latest version supported by DEI, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
  - A. Support to COUNTY staff in the development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
  - C. Quality control and constructability reviews of plans.
  - D. Project Implementation Services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings at a minimum of one each month.
  - G. Any other miscellaneous engineering services required by the COUNTY as directed by the DEI Director or Designee.
- 3.1.5 Design Phase. (Services to be defined with each specific WORK assignment).
- 3.1.6 Bidding Phase. (Services to be defined with each specific WORK assignment).
- 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment).

#### 3.2 GENERAL ADMINISTRATION

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

- B. The CONSULTANT shall observe/monitor the Contractor's work to determine the progress and quality of work, identify discrepancies, report significant discrepancies to the COUNTY, and advise the Contractor to correct such observed discrepancies.
- C. The CONSULTANT shall advise the COUNTY of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor. Work provided by the CONSULTANT shall not relieve the Contractor of responsibility for the satisfactory performance of the Construction Contract.

### 3.3 OFFICE AUTOMATION

- A. The CONSULTANT shall comply with the COUNTY's Business Technology Services Resource and Security Standards and supply such equipment necessary to comply with the terms of this Agreement. The computer equipment shall have the latest security software and updates installed and functioning so as to prevent unauthorized access to the COUNTY's network and data resources.
- B. The CONSULTANT shall use Microsoft Word 2007 and Microsoft Excel 2007 or latest version compatible with the COUNTY's word processing and spreadsheet software. The CONSULTANT shall have e-mail capabilities.
- C. The CONSULTANT will furnish computer services/software needed for project scheduling, documentation, and control (Expedition, LINKS, Adobe Acrobat Professional, Primavera/Suretrak, Claim Digger, etc.).
- D. All computer coding shall be input by CONSULTANT personnel using equipment furnished by them.
- E. Ownership and possession of computer equipment and related software, which is provided by the CONSULTANT, shall remain at all times with the CONSULTANT. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

### 3.4 FIELD OFFICE

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

### 3.5 VEHICLES

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name of the consulting firm visibly displayed on both sides of the vehicle.

### 3.6 FIELD EQUIPMENT

- A. The CONSULTANT shall supply survey, inspection and testing equipment, essential in order to carry out the work under this Agreement. Such equipment includes those non-consumable and non-expendable items, which are normally needed for a CEI project and are essential in order to carry out the work under this Agreement.
- B. Hard hats shall have the name of the consulting firm visibly displayed.
- C. Equipment described herein and expendable materials under this Agreement will remain the property of the CONSULTANT and shall be removed upon completion of the work.
- D. The CONSULTANT's handling of nuclear density gauges shall be in compliance with their license.
- E. The CONSULTANT shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

### 3.7 LICENSING FOR EQUIPMENT OPERATIONS

- A. The CONSULTANT will be responsible for obtaining proper licenses for equipment and personnel operating equipment when licenses are required. The CONSULTANT shall make the license and supporting documents available to the COUNTY for verification, upon request.
- B. Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

### 3.8 LIAISON

- A. The CONSULTANT shall keep the COUNTY Construction Project Manager informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement, and shall seek input from the COUNTY Construction Project Manager in order for the COUNTY Construction Project Manager to oversee the CONSULTANT's performance.
- B. Agreement administrative duties relating to Invoice Approval Requests, Personnel Approval Requests, Time Extension Requests, and Supplemental Amendment Requests shall be reviewed and approved by the COUNTY Construction Project Manager.

### 3.9 SURVEY CONTROL

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

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

Any questions or requests for "Waiver of Survey" should be directed to the COUNTY.

**SECTION 4  
PERFORMANCE SCHEDULES**

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

- A. The WORK Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's DEI Director or Designee.
- B. The CONSULTANT's Performance Schedule for any authorized WORK Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each WORK assignment.
- C. The COUNTY and CONSULTANT recognize that time may be of the essence for some WORK Assignments, and the COUNTY may suffer financial loss if the WORK associated with the WORK Assignment is not completed within the time specified in the CONSULTANT's Performance Schedule. In such event, the total amount of the COUNTY's damages, will be difficult, if not impossible, to definitely ascertain and quantify, because this is a WORK Assignment that will, when completed, benefit the public in Pinellas County, Florida. It is hereby agreed that it is appropriate and fair that the COUNTY receive liquidated damages from the CONSULTANT, if the CONSULTANT fails to achieve completion of the WORK Assignment within the time established in the CONSULTANT's Performance Schedule. Should the CONSULTANT fail to complete the WORK Assignment within the time established in the CONSULTANT's Performance Schedule as may be adjusted by Change Order, the COUNTY shall be entitled to assess, as liquidated damages, but not as a penalty, a dollar amount to be established at the time the WORK Assignment is issued for each calendar day thereafter until completion is achieved. The CONSULTANT hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the COUNTY's actual damages if the CONSULTANT fails to complete the WORK Assignment within the time established in the CONSULTANT's Performance Schedule.

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager. All progress invoices shall be sent directly to the County's Accounts Payable Department for processing. Invoice information should include:

- Vendor Name
- Remittance Address
- Invoice Number
- Date
- Amount due
- Any other details on goods or services
- Purchase Order number
- Name of County Department that ordered the goods or services
- Name and phone number of the County contact person

If the invoice is missing any information, payment may be delayed. Send invoices via US Postal Service to:

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

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

- 6.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.
- 6.5 Any and all disputes regarding invoices shall be resolved by the Dispute Resolution for Pinellas County Commissioners in Matters of Invoice Payments.

## SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum three (3) year term of this Agreement is an amount not to exceed **six hundred thousand** dollars (**\$600,000.00**). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains **one (1)** additional **twenty-four (24) month** term extension option, based upon performance, beyond the primary AGREEMENT period.

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

## **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

## **SECTION 10 SATISFACTORY PERFORMANCE**

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

## **SECTION 11 RESOLUTION OF DISAGREEMENTS**

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

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

## **SECTION 12 CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims

submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

### **SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

### **SECTION 14 INSURANCE COVERAGE**

The CONSULTANT shall obtain and maintain, and require any sub-CONSULTANTS to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and having an A.M Best's rating of at least A- VIII. Within ten (10) calendar days after CONSULTANT's receipt of notice of award, the CONSULTANT shall provide the COUNTY with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of this agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph four below for Additional Insured shall be attached to the certificate(s). CONSULTANT shall furnish a certified copy of insurance policies if requested by the COUNTY. Receipt of the certificate of insurance by the COUNTY of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the COUNTY.

All coverages provided by insurance policies of the CONSULTANT shall be primary and non-contributory of the insurance or self insurance programs carried by the COUNTY.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the CONSULTANT to meet the requirements of the Agreement shall be endorsed to include as additional insured Pinellas COUNTY Board of COUNTY Commissioners, all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of COUNTY and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas COUNTY.

CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY. All insurance policies described below shall include a waiver of subrogation endorsement.

Companies issuing the insurance policy, or policies, shall have no recourse against COUNTY for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of CONSULTANT.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the COUNTY, certified true copies of the renewal policies, shall be furnished by the CONSULTANT to the COUNTY within thirty (30) days prior to the expiration date.

Should the CONSULTANT, at any time, not maintain the insurance coverage's required herein, the COUNTY may terminate the Agreement, or at its sole discretion be authorized to purchase such coverages and charge the CONSULTANT for such purchase. 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.

The CONSULTANT shall deliver to the COUNTY Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its SUBCONSULTANTS, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement. This information is for information only in order that the County Risk Department is aware of any safety issues.

The insurance limits for this Agreement, along with any endorsement/requirements mentioned above, shall remain in effect throughout its duration, and are as follows:

(A) Workers' Compensation including US Longshoreman's & Harborworkers ACT (USLSHWA)

Limit	Statutory
Employers Liability Limits	
Per Employee	\$100,000
Per Employee Disease	\$100,000
Policy Limit Disease	\$500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractors, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury.

Limits	
Each Occurrence	\$1,000,000
Personal Injury and Adv Injury	\$1,000,000
General Aggregate	\$2,000,000
Products and Completed Operations Aggregate	\$1,000,000

(C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless CONSULTANT can show that this coverage exists under the Commercial General Liability policy.

Limit

Per Accident \$1,000,000

(D) Excess or Umbrella Liability excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence \$1,000,000  
Aggregate \$1,000,000

(E) Professional Liability including coverage for Environmental work with at least minimum limits as follows:

Limits

Each Occurrence or Claim \$4,000,000  
Aggregate \$4,000,000

If coverage is written on a "claims-made" basis, CONSULTANT shall submit a certificate of insurance each year for three years after completion and acceptance of the PROJECT, evidencing claims-made coverage.

CONSULTANT shall also notify COUNTY within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer by certified mail to: Pinellas COUNTY Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

Any certificate 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 of insurance.

CONSULTANT is responsible for all damage to property owned by CONSULTANT, including but not limited to equipment, tools, vehicles and real and personal property.

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

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

**SECTION 16  
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE  
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant

acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17  
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18  
TRUTH IN NEGOTIATIONS**

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

**SECTION 19  
SUCCESSORS AND ASSIGNS**

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

**SECTION 20  
INDEMNIFICATION**

20.1 The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said contractor; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

20.2 Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

**SECTION 21  
INTEREST ON JUDGMENTS**

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

**SECTION 22  
TERMINATION OF AGREEMENT**

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

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

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

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

**SECTION 23  
AGREEMENT TERM**

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for **three (3)** years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first **three (3)** year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for **one (1) additional twenty-four (24) month** term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

**SECTION 24  
CONFLICT OF INTEREST**

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

CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

#### **SECTION 25 EXTENT OF AGREEMENT**

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

#### **SECTION 26 PUBLIC ENTITY CRIMES**

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

**SECTION 27  
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.

AECOM Technical Services, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

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

ATTEST:

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: Michelle Wallace  
Office of the County Attorney

## **Exhibit A**

### **ATTACH HOURLY RATE SHEET**

## **Exhibit B**

### **Weekly Time Sheet Supplement**

## **Exhibit C**

### **Consultant CEI Position Descriptions**

## **Exhibit D**

### **General Scope of Services**



AECOM  
10210 Highland Manor Dr  
Suite 350  
Tampa, FL 33610  
813-630-2500 tel  
813-621-2300 fax

Pinellas County  
Construction Engineering & Inspection (CEI) Consultant Services  
Contract No: 101-0468-CN (AM)  
AECOM Technical Services, Inc.

Exhibit A

Consultant CEI Hourly Rate Sheet  
April 4, 2012

CEI Staff

<u>Position</u>	<u>Billing Rate</u>	<u>Job Title</u>	<u>Billing Rate</u>
CEI Project Manager	\$150.00	CEI Inspector's Aid	\$70.00
CEI Senior Project Manager	\$225.00	CEI Secretary/Clerk Typist	\$67.00
CEI Project Administrator	\$125.00	CEI Public Information Specialist	\$75.00
CEI Contract Support Specialist	\$95.00	CEI Utility Coordinator	\$125.00
CEI Senior Inspection	\$95.00	CEI Schedule Analyst	\$150.00
CEI Inspector	\$89.00	CEI Environmental Specialist	\$125.00

Rates include direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. Subconsultant's shall be reimbursed at cost.



Atkins North America, Inc.  
101 Arthur Andersen Parkway, Suite 260  
Sarasota, Florida 34232

Telephone: +1.941.378.0272  
Fax: +1.941.371.7297

[www.atkinsglobal.com/northamerica](http://www.atkinsglobal.com/northamerica)

**EXHIBIT "A"**  
**CONSULTANT CEI SPECIFIED TASK RATE SCHEDULE**

**PINELLAS COUNTY**  
**CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTING SERVICES**  
**CONTRACT NO. 101-0468-CN (AM)**

<b>ATKINS</b>	
<b>POSITION DESCRIPTION</b>	<b>HOURLY RATE</b>
CEI Project Manager	\$128.00
CEI Senior Project Engineer	\$165.00
CEI Project Administrator	\$128.00
CEI Contract Support Specialist	\$90.00
CEI Senior Inspector	\$85.00
CEI Inspector	\$65.00
CEI Inspector's Aid	\$45.00
CEI Secretary/Clerk Typist	\$55.00
CEI Public Information Specialist	\$115.00
CEI Utility Coordinator	\$135.00
CEI Schedule Analyst	\$125.00
CEI Environmental Specialist	\$72.00



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**EXHIBIT "A"**  
**UNSPECIFIED TASK RATE SCHEDULE**

**PINELLAS COUNTY**  
**CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTING SERVICES**  
**CONTRACT NO. 101-0468-CN (AM)**

ATKINS	
POSITION DESCRIPTION	HOURLY RATE
Project Manager	\$180.00
Chief Engineer	\$192.00
Senior Engineer	\$165.00
Senior Planner	\$144.00
Project Engineer	\$120.00
Engineer	\$103.00
Designer	\$ 97.00
Engineering Intern	\$ 86.00
Planner	\$ 90.00
Senior Engineering Technician	\$ 85.00
CADD Technician	\$ 74.00
Engineering Technician	\$ 62.00
Clerical	\$ 55.00
Chief Scientist	\$190.00
Senior Scientist	\$112.00
Environmental Specialist	\$ 72.00
Scientist	\$ 66.00
Senior Survey & Mapper	\$132.00
Survey & Mapper	\$120.00
Survey Technician	\$ 87.00
Survey Intern	\$ 77.00
Party Chief	\$ 74.00
Instrument Man	\$ 46.00
Rodman	\$ 31.00
Senior Landscape Architect	\$141.00
Landscape Architect	\$100.00
Landscape Architect Intern	\$ 74.00
Senior Architect	\$149.00
Project Architect	\$110.00



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**EXHIBIT "A" (continued)  
UNSPECIFIED TASK RATE SCHEDULE**

**PINELLAS COUNTY  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTING SERVICES  
CONTRACT NO. 101-0468-CN (AM)**

TIERRA, INC.	
POSITION DESCRIPTION	HOURLY RATE
Project Manager	\$140.00
Senior Project Engineer	\$125.00
Senior Specialist	\$100.00
Project Engineer	\$105.00
Engineering Intern	\$ 90.00
Computer Technician	\$ 70.00
Senior Engineering Technician	\$ 65.00
Engineering Technician	\$ 45.00
Secretary/Clerical	\$ 50.00

Exhibit A  
Pinellas County  
TIERRA, INC  
UNSPECIFIED TASK RATE SCHEDULE

General Engineering Consultant  
Pinellas County

	Unit	# of Units	Unit Price	Total
<b>I. FIELD INVESTIGATION</b>				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Tug with Barge Equipment	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00

Exhibit A  
Pinellas County  
TIERRA, INC  
UNIT FEE SCHEDULE

General Engineering Consultant  
Pinellas County

	Unit	# of Units		Unit Price		Total
100 - 150 ft depth	L.F.	0	\$	17.85	\$	0.00
150 - 200 ft depth	L.F.	0	\$	32.10	\$	0.00
Rock Coring (Structures), Truck Mounted Equipment						
0 - 50 ft deep	L.F.	0	\$	33.60	\$	0.00
50 - 100 ft deep	L.F.	0	\$	45.15	\$	0.00
100 - 150 ft depth	L.F.	0	\$	55.00	\$	0.00
Rock Coring (Structures) (By ATV/Mudbug)						
0 - 50 ft deep	L.F.	0	\$	39.90	\$	0.00
50 - 100 ft deep	L.F.	0	\$	46.95	\$	0.00
100 - 150 ft deep	L.F.	0	\$	60.00	\$	0.00
Rock Coring (Structures), ATV-Track Mounted Equipment						
0 - 50 ft deep	L.F.	0	\$	38.30	\$	0.00
50 - 100 ft deep	L.F.	0	\$	51.00	\$	0.00
100 - 150 ft deep	L.F.	0	\$	70.00	\$	0.00
Rock Coring (Structures), Barge Mounted Eq						
0 - 50 ft deep	L.F.	0	\$	42.75	\$	0.00
50 - 100 ft deep	L.F.	0	\$	56.70	\$	0.00
100 - 150 ft deep	L.F.	0	\$	75.00	\$	0.00
Field Permeability Tests	Test	0	\$	262.00	\$	0.00
Flagmen & Barricades (2 man crew)	Day	0	\$	829.00	\$	0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$	34.30	\$	0.00
Arrow Rental Sign	Day	0	\$	69.30	\$	0.00
Auger Borings	L.F.	0	\$	9.25	\$	0.00
Extra Split Spoon Samples	Each	0	\$	35.95	\$	0.00
Hand Muck Probes (2-man crew)	Day	0	\$	550.00	\$	0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	\$	125.00	\$	0.00
2-Inch Piezometer Installation	L.F.	0	\$	36.00	\$	0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	\$	189.00	\$	0.00
Clearing Operations (Heavy Equipment)	Day	0	\$	2,500.00	\$	0.00
Clearing Operations (Light TEquipment)	Day	0	\$	1,250.00	\$	0.00
Double Ring Infiltration Test	Test	0	\$	400.00	\$	0.00
Organic Vapor Analyzer (OVA)	Day	0	\$	220.50	\$	0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	\$	11.55	\$	0.00
Pavement Cores, Asphalt	Each	0	\$	100.00	\$	0.00
Concrete Cores	Each	0	\$	125.00	\$	0.00
<b>II. LABORATORY TESTING</b>						
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	\$	3.65	\$	0.00
Natural Moisture Content Tests	Test	0	\$	10.00	\$	0.00
Grain-Size Analysis - Full Gradation	Test	0	\$	60.00	\$	0.00
Grain-Size Analysis - Single Sieve	Test	0	\$	35.00	\$	0.00
Organic Content Tests	Test	0	\$	35.00	\$	0.00
Atterberg Limit Tests	Test	0	\$	85.00	\$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$	130.00	\$	0.00
Unit Weight Determination	Test	0	\$	39.35	\$	0.00
Consolidation Tests	Test	0	\$	393.00	\$	0.00
(a) Each additional load increment above 4TSF	Each	0	\$	25.20	\$	0.00
Specific Gravity	Test	0	\$	56.70	\$	0.00
Triaxial Shear Tests (3 Points)	Test	0	\$	336.00	\$	0.00
Rock Compression Test	Test	0	\$	105.00	\$	0.00
Split Tension Test	Test	0	\$	105.00	\$	0.00

Exhibit A  
Pinellas County  
TIERRA, INC  
UNIT FEE SCHEDULE

General Engineering Consultant  
Pinellas County

	Unit	# of Units		Unit Price		Total
LBR Test	Test	0	\$	300.00	\$	0.00
Permeability Test, Granular Soils	Test	0	\$	170.00	\$	0.00
Grain-Size with Hydrometer	Test	0	\$	110.00	\$	0.00
Proctor Test (a) Modified	Test	0	\$	110.00	\$	0.00
(b) Standard	Test	0	\$	105.00	\$	0.00
Concrete Compression, Test Only	Test	0	\$	10.00	\$	0.00
Chloride Testing, Saltwater Intrusion	Test	0	\$	150.00	\$	0.00
Petrographic Testing	Test	0	\$	1,000.00	\$	0.00
Swell Test	Test	0	\$	157.50	\$	0.00
Sample Preparation, Samples from Others	Hour	0	\$	65.00	\$	0.00
Direct Shear Strength Test (1 Point)	Test	0	\$	262.50	\$	0.00
Soil Cement Mix Designs	Each	0	\$	1020.00	\$	0.00
pH Test	Test	0	\$	27.70	\$	0.00
Fines Content	Test	0	\$	42.00	\$	0.00
Extrusion of UD	Test	0	\$	27.55	\$	0.00
Bitumen Extraction	Test	0	\$	110.00	\$	0.00
Bitumen Gradation	Test	0	\$	110.00	\$	0.00
 <b>III. FIELD ENGINEERING AND TECHNICAL SERVICES</b>						
Site Recon./Utility Coordination/Traffic Control						
Sr. Engineering Technician	Hour	0	\$	65.00	\$	0.00
Engineering Technician	Hour	0	\$	45.00	\$	0.00
 <b>IIIA. ENGINEERING AND TECHNICAL SERVICES</b>						
1 Project Manager	Hour	0	\$	140.00	\$	0.00
Senior Project Engineer	Hour	0	\$	125.00	\$	0.00
Senior Specialist	Hour	0	\$	100.00	\$	0.00
Project Engineer	Hour	0	\$	105.00	\$	0.00
Engineering Intern	Hour	0	\$	90.00	\$	0.00
Computer Technician	Hour	0	\$	70.00	\$	0.00
Sr Engineering Technician	Hour	0	\$	65.00	\$	0.00
Engineering Technician	Hour	0	\$	45.00	\$	0.00
Secretary/Clerical	Hour	0	\$	50.00	\$	0.00



**Consulting Engineers**

Boca Raton  
Tallahassee  
Tampa

**EXHIBIT A**

**CONSULTANT CEI HOURLY RATE SHEET**

<u>POSITION DESCRIPTION</u>	<u>HOURLY RATE</u>
CEI PROJECT MANAGER	\$201.80
CEI SENIOR PROJECT ENGINEER	\$176.80
CEI PROJECT ADMINISTRATOR	\$126.60
CEI CONTRACT SUPPORT SPECIALIST	\$95.30
CEI SENIOR INSPECTOR	\$74.80
CEI INSPECTOR	\$60.10
CEI INSPECTOR'S AID	\$46.00
CEI SECRETARY/CLERK TYPIST	\$55.70
CEI PUBLIC INFORMATION SPECIALIST	\$107.25
CEI UTILITY COORDINATOR	\$102.10
CEI SCHEDULE ANALYST	\$136.70
CEI ENVIRONMENTAL SPECIALIST	\$147.90

EXHIBIT A

CONSULTANT CEI HOURLY RATE SHEET

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<u>POSITION DESCRIPTION</u>	<u>HOURLY RATE</u>
CEI PROJECT MANAGER	\$153.23
CEI SENIOR PROJECT ENGINEER	\$153.23
CEI PROJECT ADMINISTRATOR	\$121.60
CEI CONTRACT SUPPORT SPECIALIST	\$88.24
CEI SENIOR INSPECTION	\$86.24
CEI INSPECTOR	\$57.03
CEI INSPECTOR'S AID	\$42.85
CEI SECRETARY/CLERK TYPIST	\$52.99
CEI PUBLIC INFORMATION SPECIALIST	\$85.32
CEI UTILITY COORDINATOR	\$104.95
CEI SCHEDULE ANALYST	\$88.24
CEI ENVIRONMENTAL SPECIALIST	\$83.89



ONE COMPANY | *Many Solutions*

EXHIBIT A

CONSULTANT CEI HOURLY RATE SHEET

**HDR Construction Control Corporation – (PRIME)**

<b><u>Position Description</u></b>	<b><u>Hourly Rate</u></b>
CEI Project Manager	\$ 177.78
CEI Senior Project Engineer	\$ 162.89
CEI Project Administrator	\$ 114.02
CEI Contract Support Specialist	\$ 81.45
CEI Senior Inspector	\$ 78.73
CEI Inspector	\$ 62.44
CEI Inspector's Aid	\$ 57.01
CEI Secretary/Clerk Typist	\$ 51.58
CEI Public Information Specialist	\$ 107.25
CEI Utility Coordinator	\$ 102.10
CEI Schedule Analyst	\$ 152.38
CEI Environmental Specialist	\$ 114.53

April 3, 2012

Pinellas County Purchasing Department  
Attention: Amelia McFarlane  
400 South Fort Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, Florida 33756

Exhibit A – Fee Schedule

Dear Ms. McFarlane:

Below is the fee structure for CEI services provided by Lochner and our subconsultants.. Please advise if any additional information is needed.

CEI Project Administrator	\$182.56
CEI Senior Project Engineer	\$182.56
CEI Project Administrator	\$127.52
CEI Contract Support Specialist	\$98.53
CEI Senior Inspector	\$82.85
CEI Inspector	\$60.89
CEI Inspector's Aide	\$41.98
CEI Secretary/Clerk Typist	\$46.83
CEI Public Information Specialist	NA
CEI Utility Coordinator	NA
CEI Schedule Analyst	\$182.56
CEI Environmental	\$144.18

The above rates reflect average actual rates with the FDOT overhead, expense and profit multipliers.

Sincerely,

**H.W. LOCHNER, INC.**



David Vogel, PE  
Vice President



EXHIBIT A  
CONSULTANT CEI HOURLY RATE SHEET

Construction Engineering & Inspection (CEI) Consultant Services  
Contract 101-0468-CN (AM)

<u>POSITION DESCRIPTION</u>	<u>HOURLY RATE</u>
CEI PROJECT MANAGER.....	\$195
CEI SENIOR PROJECT ENGINEER.....	\$195
CEI PROJECT ADMINISTRATOR.....	\$140
CEI CONTRACT SUPPORT SPECIALIST.....	\$115
CEI SENIOR INSPECTOR.....	\$100
CEI INSPECTOR.....	\$85
CEI INSPECTOR'S AIDE.....	\$75
CEI SECRETARY/CLERK TYPIST.....	\$68
CEI PUBLIC INFORMATION SPECIALIST.....	\$85
CEI UTILITY COORDINATOR.....	\$135
CEI SCHEDULE ANALYST.....	\$165
CEI ENVIRONMENTAL SPECIALIST.....	\$120



EXHIBIT "A"

KCCS, INC.

**PINELLAS COUNTY PUBLIC WORKS DEPARTMENT  
CONSTRUCTION ENGINEERING & INSPECTION (CEI)  
CONSULTANT SERVICES PROJECT**

**RFP #101-0468-CN (AM)  
HOURLY BILLING RATES**

<b>PERSONNEL CLASSIFICATION</b>	<b>LOADED BILLING RATES*</b>
CEI - PROJECT MANAGER	\$ 172.00
CEI - SENIOR PROJECT ENGINEER	\$ 173.00
CEI - PROJECT ADMINISTRATOR	\$ 124.00
CEI - CONTRACT SUPPORT SPECIALIST	\$ 96.00
CEI - SENIOR INSPECTOR	\$ 87.00
CEI - INSPECTOR	\$ 70.00
CEI - INSPECTOR'S AIDE	\$ 60.00
CEI - SECRETARY/CLERK TYPIST	\$ 55.00
CEI - PUBLIC INFORMATION SPECIALIST	\$ 80.00
CEI - UTILITY COORDINATOR	\$ 85.00
CEI - SCHEDULE ANALYST	\$ 168.00
CEI - ENVIRONMENTAL SPECIALIST	\$ 136.00

\*Hourly billing rates include labor, overhead, profit and customary expenses. Rates are rounded to the nearest whole dollar.



**EXHIBIT A**

**CONSULTANT CEI HOURLY RATE SHEET**

<b><u>Position Description</u></b>	<b><u>Hourly Rate</u></b>
CEI Project Manager	\$ 234.12
CEI Senior Project Engineer	\$ 162.14
CEI Project Administrator	\$ 122.39
CEI Contract Support Specialist	\$ 92.99
CEI Senior Inspector	\$ 88.45
CEI Inspector	\$ 63.54
CEI Inspector's Aid	\$ 57.01
CEI Secretary/Clerk Typist	\$ 51.58
CEI Public Information Specialist	\$ 85.50
CEI Utility Coordinator	\$ 119.11
CEI Schedule Analyst	\$ 201.83
CEI Environmental Specialist	\$ 114.53



EXHIBIT A

PINELLAS COUNTY  
CONSTRUCTION ENGINEERING & INSPECTION (CEI) CONSULTANT SERVICES  
SCHEDULE OF HOURLY RATES  
Contract No. 101-0468-CN (AM)

<b>Position Description</b>	<b>Hourly Rate</b>
CEI PROJECT MANAGER	\$ 180.00
CEI SENIOR PROJECT ENGINEER	\$ 160.00
CEI PROJECT ADMINISTRATOR	\$ 120.00
CEI CONTRACT SUPPORT SPECIALIST	\$ 100.00
CEI SENIOR INSPECTION	\$ 100.00
CEI INSPECTOR	\$ 90.00
CEI INSPECTOR'S AID	\$ 78.00
CEI SECRETARY/CLERK TYPIST	\$ 64.00
CEI PUBLIC INFORMATION SPECIALIST	\$ 85.00
CEI UTILITY COORDINATOR	\$ 100.00
CEI SCHEDULE ANALYST	\$ 125.00
CEI ENVIRONMENTAL SPECIALIST	\$ 150.00

Rates represent the fully burdened hourly rates by employee classification, including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies and postage, and travel within the Tampa Bay Metropolitan Statistical Area that may be billed on this Contract. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.





**EXHIBIT A**  
**CONSULTANT CEI HOURLY RATE SHEET**

**April 2, 2012**

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<u>POSITION DESCRIPTION</u>	<u>HOURLY RATE</u>
CEI PROJECT MANAGER	\$163.00
CEI SENIOR PROJECT ENGINEER	\$147.00
CEI PROJECT ADMINISTRATOR	\$112.00
CEI CONTRACT SUPPORT SPECIALIST	\$ 92.00
CEI SENIOR INSPECTION	\$107.00
CEI INSPECTOR	\$ 85.00
CEI INSPECTOR'S AID	\$ 48.00
CEI SECRETARY / CLERK TYPIST	\$ 59.00
CEI PUBLIC INFORMATION SPECIALIST	\$ 87.00
CEI UTILITY COORDINATOR	\$126.00
CEI SCHEDULE ANALYST	\$ 92.00
CEI ENVIRONMENTAL SPECIALIST	\$ 94.00

"Exhibit A"  
Consultant CEI Hourly Rate Sheet

Prime Company Name: Parsons Brinckerhoff, Inc.

Client: Pinellas County

Project Name: Construction Engineering & Inspection (CEI)  
Consultant Services

Contract No.: Contract No.: 101-0468-CN-(AM)

Date: March 12, 2012

Revised: May 8, 2012

	Position Description	Hourly Bill Rate
CEI	CEI Project Manager	\$132.30
	CEI Senior Project Engineer	\$149.53
	CEI Project Administrator	\$125.32
	CEI Contract Support Specialist	\$80.14
	CEI Senior Inspector	\$78.14
	CEI Inspector	\$62.53
	CEI Inspector Aide	\$36.39
	CEI Secretary/Clerk Typist	\$49.94
	CEI Public Information Specialist	\$77.67
	CEI Utility Coordinator	\$123.43
	CEI Schedule Analyst	\$156.60
	CEI Environmental Specialist	\$87.43
Geotechnical	Geotechnical Senior Engineer	\$167.77
	Geotechnical Project Manager	\$130.73
	Geotechnical Project Engineer	\$89.74
Survey	Survey Professional Land Surveyor (PLS)	\$175.00
	Survey Autocad Technician	\$110.00
	Survey Administrative	\$86.95
	Survey 3 Member Crew	\$163.35
	Survey 4 Member Crew	\$126.47

**EXHIBIT A – REVISED MAY 7, 2012**  
**PARSONS WATER & INFRASTRUCTURE INC.**  
**SCHEDULE OF RATES FOR CONTRACT NO. 101-0468-CN (AM)**  
**PINELLAS COUNTY CONSTRUCTION ENGINEERING & INSPECTION (CEI)**  
**CONSULTANT SERVICES**

<b>PROJECT DESCRIPTION</b>	<b>HOURLY RATE</b>
CEI PROJECT MANAGER	\$199.00
CEI SENIOR PROJECT ENGINEER	\$208.74
CEI PROJECT ADMINISTRATOR	\$145.20
CEI CONTRACT SUPPORT SPECIALIST	\$114.06
CEI SENIOR INSPECTION	\$135.94
CEI INSPECTOR	\$114.06
CEI INSPECTOR'S AID	\$104.98
CEI SECRETARY/CLERK TYPIST	\$104.98
CEI PUBLIC INFORMATION SPECIALIST	\$145.20
CEI UTILITY COORDINATOR	\$145.20
CEI SCHEDULE ANALYST	\$133.18
CEI ENVIRONMENTAL SPECIALIST	\$165.00

**ADDITIONAL RATES PER SPECIFIED WORK**

<b>PROJECT DESCRIPTION</b>	<b>HOURLY RATE</b>
SENIOR VICE PRESIDENT	\$358.47
VICE PRESIDENT-OFFICER IN CHARGE	\$315.95
PROJECT MANAGER, SENIOR	\$230.00
CONSTRUCTION MANAGER	\$178.85
PROJECT ENGINEER	\$165.00
PROJECT CONTROLS ENGINEER	\$104.98
PROJECT CONTROLS ENGINEER, SENIOR	\$133.18
PROJECT CONTROLS MANAGER	\$188.90
ADMINISTRATIVE ASSISTANT	\$75.00
DOCUMENT CONTROL COORDINATOR	\$75.00
DOCUMENT CONTROL COORDINATOR, SENIOR	\$93.25

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# PARSONS

4926 Independence Parkway, Suite 120 • Tampa, Florida 33634-7540 • (813) 933-4650 • Fax: (813) 930-7332 • [www.parsons.com](http://www.parsons.com)

<b>PROJECT DESCRIPTION</b>	<b>HOURLY RATE</b>
ARCHITECT	\$121.82
ARCHITECT, SENIOR	\$145.20
ARCHITECT, PRINCIPAL	\$167.05
CIVIL ENGINEER	\$145.20
CIVIL ENGINEER, SENIOR	\$208.74
STRUCTURE ENGINEER	\$145.20
STRUCTURE ENGINEER, SENIOR	\$208.74
ENVIRONMENTAL ENGINEER	\$145.20
ENVIRONMENTAL ENGINEER, SENIOR	\$208.74
MECHANICAL ENGINEER	\$145.20
MECHANICAL ENGINEER, SENIOR	\$208.74
HVAC ENGINEER	\$145.20
HVAC ENGINEER, SENIOR	\$208.74
ELECTRICAL ENGINEER	\$145.20
ELECTRICAL ENGINEER, SENIOR	\$208.74
FIRE PROTECTION ENGINEER	\$145.20
FIRE PROTECTION ENGINEER, SENIOR	\$208.74
JUNIOR ENGINEER	\$98.00
ENGINEER	\$145.20
ENGINEER, SENIOR	\$208.74
DESIGNER	\$104.98
DESIGNER, SENIOR	\$127.75
GIS SPECIALIST	\$79.30
GIS SPECIALIST, SENIOR	\$114.73
PLANNER	\$93.25
FIELD TECHNICIAN	\$68.98

## PRICE SCHEDULE FOR AUTOMOBILE MILEAGE

<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>RATE</b>
AUTOMOBILE MILEAGE	MILES	PER FL STATE STATUTE

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# **RS&H CS**

**IMPROVING YOUR WORLD**

**Reynolds, Smith and Hills CS, Incorporated**

1000 Legion Place, Suite 870

Orlando, Florida 32801

Phone: (407) 893-5870

Fax: (407) 648-9171

April 2, 2012

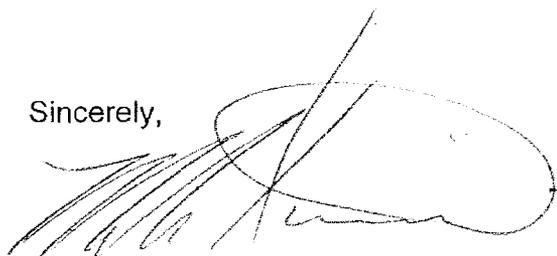
## **EXHIBIT A**

### **CONSULTANT CEI HOURLY RATE SHEET**

Loaded Billing Rates for Pinellas County Contract # 101-0468-CN (AM)

<b><u>Position Description</u></b>	<b><u>Hourly Rate</u></b>
CEI Project Manager	\$202.50
CEI Senior Project Engineer	\$162.40
CEI Project Administrator	\$114.80
CEI Contract Support Specialist	\$100.80
CEI Senior Inspector	\$ 78.40
CEI Inspector	\$ 68.60
CEI Inspector Aide	\$ 53.25
CEI Secretary/Clerk Typist	\$ 44.80
CEI Public Information Specialist	\$ 168.05
CEI Utility Coordinator	\$ 98.05
CEI Schedule Analyst	\$ 123.20
CEI Environmental Specialist	\$ 107.50

Sincerely,



Mark A. Davidson, PE  
COO/Vice President



EXHIBIT A  
CONSULTANT CEI HOURLY RATE SHEET

<u>POSITION DESCRIPTION</u>	<u>HOURLY RATE</u>
CEI PROJECT MANAGER	\$168.00
CEI SENIOR PROJECT ENGINEER	\$168.00
CEI PROJECT ADMINISTRATOR	\$123.00
CEI CONTRACT SUPPORT SPECIALIST	\$86.00
CEI SENIOR INSPECTION	\$75.00
CEI INSPECTOR	\$57.00
CEI INSPECTOR'S AID	\$36.00
CEI SECRETARY/CLERK TYPIST	\$52.00
CEI PUBLIC INFORMATION SPECIALIST	\$86.00
CEI UTILITY COORDINATOR	\$102.00
CEI SCHEDULE ANALYST	\$111.00
CEI ENVIRONMENTAL SPECIALIST	\$128.00

URS Construction Services, Inc.  
7650 West Courtney Campbell Cswy, Suite 700  
Tampa, FL 33607-1462  
Tel. 813.286.1711  
Fax.813.636.2183





## EXHIBIT C

# CONSULTANT CEI POSITION DESCRIPTIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

**CEI SCOPE OF SERVICES**

**TABLE OF CONTENTS**

**TASK SERIES 2000 - MEETINGS ADMINISTRATION**

- 2005 - Preconstruction Conference
- 2010 - Construction Meetings

**TASK SERIES 2100 - SUBMITTALS ADMINISTRATION**

- 2105 - Review and Approval of Shop Drawing Submittal Schedule
- 2110 - General Administration of Submittals
- 2115 - Review of Shop Drawing Status and Scheduling
- 2120 - Evaluate Requests for Substitution

**TASK SERIES 2200 - SCHEDULE ADMINISTRATION**

- 2205 - Review and Approval of Initial Construction Schedule
- 2210 - Documentation of Construction Progress
- 2215 - Review Actual Construction versus Schedule Status

**TASK SERIES 2300 - CONSTRUCTION OBSERVATION AND INSPECTION**

- 2302 - General Construction Observation
- 2304 - Site Conditions Review
- 2306 - Quality Control Testing & Inspection
- 2308 - Coordinate and Review Soils Testing
- 2310 - Coordinate and Review Concrete Testing
- 2312 - Coordinate and Review Asphalt Testing
- 2314 - Stored Materials/Equipment Review
- 2322 - Design Discipline Site Visitations
- 2324 - Coordinate Project Photo and Video Documentation
- 2328 - Record Drawing Review
- 2330 - Develop a Progressive List of Items Requiring Correction
- 2340 - **OWNER** Notification of Accident Damage/Injury

**TASK SERIES 2400 - CONTRACT INTERPRETATIONS AND MODIFICATIONS ADMINISTRATION**

- 2405 - Coordinate Interpretations Review
- 2410 - Administration of Changed Work
- 2415 - Coordinate and Issue Additional Work Authorizations (AWA's)
- 2420 - Coordinate and Issue Requests for Proposals (RFP's)
- 2425 - Work Change Directives (WCD's)
- 2430 - Change Orders (CO's)

**TASK SERIES 2500 - MEASUREMENT AND PAYMENT ADMINISTRATION**

- 2510 - Review and Process Progress Payments

**TASK SERIES 2600 - PROJECT CLOSEOUT**

- 2605 - Review Substantial Completion Submittal
- 2610 - Conduct Substantial Completion Inspection
- 2615 - Issue Certificate of Substantial Completion and Punch List
- 2625 - Document Project Warranties
- 2630 - Review Final Completion Submittal
- 2635 - Conduct Final Completion Inspection
- 2640 - Recommend Final Payment

# CONSTRUCTION ENGINEERING & INSPECTION (CEI) SCOPE OF SERVICES

## SCOPE STATEMENT AND OBJECTIVE

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

## SCOPE OF SERVICES

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

### **TASK SERIES 2000 - MEETING ADMINISTRATION**

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

#### **CONSULTANT**

##### **Activities:**

##### **2005 - Preconstruction Conference**

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

##### **2010 - Construction Meetings**

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

## **TASK SERIES 2100 - SUBMITTALS ADMINISTRATION**

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

### **CONSULTANT**

#### **Activities:**

#### **2105 - Review and Approval of Shop Drawing Submittal Schedule**

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

#### **2110 - General Administration of Submittals**

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

#### **2115 - Review of Shop Drawing Status and Scheduling**

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

#### **2120 - Evaluate Requests for Substitution**

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

## TASK SERIES 2200 - SCHEDULE ADMINISTRATION

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

### CONSULTANT Activities:

#### **2205 - Review and Approval of Initial Construction Schedule**

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

#### **2210 - Documentation of Construction Progress**

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

#### **2215 - Review Actual Construction versus Schedule Status**

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

## **TASK SERIES 2300 - CONSTRUCTION OBSERVATION AND INSPECTION**

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

### **CONSULTANT Activities:**

#### **2302 - General Construction Observation**

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

#### **2304 - Site Conditions Review**

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

#### **2306 - Quality Control Testing & Inspection**

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

#### **2308 - Coordinate and Review Testing of Earthwork**

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

#### **2310 - Coordinate and Review Concrete Testing**

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

**2312 – Coordinate and Review Asphalt Testing**

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

**2314 - Stored Materials/Equipment Review**

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

**2322 - Design Discipline Site Visitations**

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

**2324 - Coordinate Project Photo and Video Documentation**

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

**2328 - Record Drawing Review**

- Review monthly status of as-recorded drawings. Refer to Additional Work Authorization and Request for Proposal Logs to identify areas of construction revision.
- Notify Contractor in a timely fashion of noted deficiencies.
- Provide follow-up to verify Contractor brings as-recorded drawing status up-to-date.
- Continually note items as they are noticed during regular field observation duties for inclusion on monthly as-recorded updates.
- Report general status at **Project** meetings.

**2330 - Develop a Progressive List of Items Requiring Correction**

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

**2340 - OWNER Notification of Accident Damage/Injury**

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

**TASK SERIES 2400 - CONTRACT INTERPRETATIONS AND MODIFICATIONS  
ADMINISTRATION**

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

**CONSULTANT  
Activities:**

**2405 - Coordinate Interpretations Review**

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

**2410 - Administration of Changed Work**

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

**2415 - Coordinate and Issue Additional Work Authorizations (AWA)**

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

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

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

**2425 - Work Change Directives (WCD's)**

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

**2430 - Change Orders (CO's)**

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

## TASK SERIES 2500 - MEASUREMENT AND PAYMENT ADMINISTRATION

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

### **CONSULTANT Activities:**

#### **2510 - Review and Process Progress Payments**

- Review draft application for payment in comparison to measured or estimated quantities. Make notations of:
    - Deficient work not recommended for payment until corrected;
    - Deletion of payment for stored materials and/or equipment which do not have approved Shop Drawings and/or proper invoices; and
    - Reduction of value for partially completed items claimed as complete.
- Return a copy of the reviewed draft to the Contractor.
- Conduct review of storage areas and verify existence of invoiced materials/equipment and proper storage.
  - Meet with Contractor to reconcile discrepancies.
  - Review revised application for payment and, if appropriate, advise Contractor to submit the required number of copies.
  - Execute completed application for payment indicating amount recommended for payment and transmit to **OWNER** for processing of payment.
  - Distribute executed copies as established in preconstruction conference minutes.
  - Monitor total payments to adjust retainage amounts as specified in the Contract Documents.
  - As **Project** nears completion, and at **OWNER's** direction, adjust retainage from fixed percent to only enough retainage to provide for work completion.

## TASK SERIES 2600 - PROJECT CLOSEOUT

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

### **CONSULTANT Activities:**

#### **2605 - Review Substantial Completion Submittal**

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

#### **2610 - Conduct Substantial Completion Inspection**

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

#### **2615 - Issue Certificate of Substantial Completion and Punch List**

- Review the findings of the substantial completion inspection with **OWNER** and jointly determine the status of the Work.
- Address comments from either **OWNER** or the Contractor regarding the tentative date of substantial completion or the punch list.

#### **2625 - Document Project Warranties**

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

#### **2630 - Review Final Completion Submittal**

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

#### **2635 - Conduct Final Completion Inspection**

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

**2640 - Recommend Final Payment**

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