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COMMISSION MEETING CITY OF ST. PETE BEACH

155 Corey Avenue
St. Pete Beach, FL 33706

Tuesday, November 27, 2018
6:00 PM

Call to Order
Pledge of Allegiance
Good of the Order
Roll Call

REGULAR MEETING

1. **Presentations** - Presentations shall be limited to 5 minutes for non-city government related items.
 - a. **Swearing in of District Chief John Schmidt**
 - b. **Recognition of life saving actions by Crabby Bill's employee Everette Clarke on September 14, 2018.**
 - c. **Recognition of life saving actions by City employee Ayako Ruckdeschel on October 2, 2018.**
2. **Changes to the Agenda** - Any agenda items to be added, moved, or deleted will be addressed at this time. Added items will be assigned agenda item numbers and moved items should remain with the same item numbers. Notation will be made that those items will be taken out of order. Consent items may be removed for discussion, changes, and/or anticipation of a non-unanimous vote and considered separately on the request of anyone on the Commission or by a majority vote of the City Commission upon request of an audience member.
3. **Audience Comments** - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.
4. **Consent**
 - a. **Request approval of the Guardian proposal for calendar year 2019 for dental insurance.**

- b. Request approval to execute a purchase agreement with Duval Ford Fleet Sales in the amount of \$38,419.50 utilizing the Florida Sheriff's Bid to replace the 2000 Ford F-250 Special Rescue vehicle located at fire station 23.**
- c. Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in an amount not to exceed \$20,000.00 for Design, Construction Management and Inspection Services for Restroom Renovations at McKinney Park and Vina Del Mar Park.**
- d. Request approval to utilize Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.**
- e. Request approval of the repair quotation from Everglades Equipment Group in the amount of \$11,025.39 for the repair of the Public Works front end loader.**

5. Action Items

- a. Request approval of the Cigna proposal for the calendar year 2019 health insurance.**
- b. Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$68,500.00 for design and construction documents for Upham Beach Area & Park Facilities Improvements.**
- c. Request approval of the proposal from Kimley-Horn and Associates, Inc. in the amount of \$381,180.00 for Design and Permitting for the Sanitary Sewer Force Main North project.**
- d. Request approval of the proposal from Stanley Consultants, Inc. in the amount of \$286,095.00 for Design and Permitting for the Sanitary Sewer Force Main South project.**

6. Ordinances – No items submitted at this time.

7. Resolutions– No items submitted at this time.

8. Items for Discussion– No items submitted at this time.

9. Audience Comments 2 - Comments shall be limited to 3 minutes per person to issues not on the agenda, 21 minutes in total.

10. City Clerk, City Manager, City Attorney and City Commission Reports

11. Adjournment

APPEAL: In accordance with 286.0105, Florida Statute (Notices of meetings and hearings must advise that a record is required to appeal), if a person decides to appeal any decision made by this committee, board, agency, or commission with respect to any matter considered at this meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

AMERICANS WITH DISABILITIES ACT (ADA): In accordance with the Americans with Disabilities Act and Florida Statutes, if any person with a disability defined by the ADA needs special accommodation to participate in this proceeding, then not later than two business days prior to the proceeding, he or she should contact City Hall at (727) 367-2735.

**The public is cordially invited to attend this meeting.
All agenda material is available for review at City Hall.**

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the Guardian renewal proposal for calendar year 2019 for dental insurance.

Date: November 27, 2018

Prepared By: Colette Graston, Human Resources Administrator

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: The City awarded dental insurance to Guardian in 2015, and is satisfied with the current plans, rates and services provided. Guardian's proposal for calendar year 2019 maintains current rates and benefits and staff recommends accepting the renewal proposal.

Funding: Various Department accounts

Requested Motion: "I move for approval of Guardian to provide Employee Dental Insurance for the calendar year 2019"

Attachments: Renewal Information

**Reviewed by
City Manager:** WS

Renewal Rates At-a-Glance

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - VALUE NA					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	20	\$24.46	\$5,870	\$24.46	\$5,870
EE & SP	12	\$57.48	\$8,277	\$57.48	\$8,277
EE & CH	5	\$64.89	\$3,893	\$64.89	\$3,893
FAMILY	8	\$98.62	\$9,468	\$98.62	\$9,468
TOTAL	45		\$27,508		\$27,508

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

This plan is currently offered for Insurance Class 1

DENTAL PLAN RATES - PPO W1					
Tier	Enrolled Employees	CURRENT		RENEWAL	
		Monthly Rate	Annual Premium	Monthly Rate	Annual Premium
EE	37	\$39.75	\$17,649	\$39.75	\$17,649
EE & SP	10	\$93.13	\$11,176	\$93.13	\$11,176
EE & CH	2	\$98.25	\$2,358	\$98.25	\$2,358
FAMILY	4	\$152.93	\$7,341	\$152.93	\$7,341
TOTAL	53		\$38,523		\$38,523

If you have determined that your group is subject to ACA regulations which require you to include pediatric dental essential health benefits, Guardian can provide these benefits. Please contact your local Sales Office for options.

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval to execute a purchase agreement with Duval Ford Fleet Sales in the amount of \$38,419.50 utilizing the Florida Sherriff's Bid to replace the 2000 Ford F-250 Special Rescue vehicle located at fire station 23.

Date: November 27, 2018

Prepared By: Adam Poirrier, District Chief

Through: Jim Kilpatrick, Fire Chief

Summary of Issue: Our Special Rescue vehicle was manufactured in 2000 and is in need of replacement. The current vehicle has reached the end of use based on recommendations for emergency vehicles and would be in need of additional safety equipment to continue service. The current vehicle will go to government surplus after the new vehicle is delivered.

The Fire Department has been in the development phase for the replacement of this vehicle for several months and worked with Duval Ford Fleet Sales to ensure the vehicle is fully equipment with necessary emergency equipment upon delivery. The unit chosen is a 2019 Ford F-250 4x4 priced as part of the Florida Sherriff's Association, Florida Association of Counties & Florida Fire Chief's Association 2019 bid # 64 (3/4 Ton Crew Cab Pickup Truck – 4x4)

The total cost of this vehicle is \$38,419.50 which does not exceed the approved \$40,000 budgeted for FY 2018 / 2019.

The department is requesting that the Commission approve to execute a purchase agreement with Duval Ford Fleet Sales for the purchase of the Special Rescue vehicle.

Funding: Capital Outlay – Vehicles
001-5801-522-5641

Requested Motion: “I move to approve to execute a purchase agreement with Duval Ford Fleet Sales for the replacement of the existing Special Rescue vehicle in the amount of \$38,419.50 priced using Florida Sherriff's Association bid # 64.”

Attachment: Current quote from Duval Ford Fleet Sales

**Reviewed by the
City Manager:** WS

ST PETE FIRE

Prepared for:		Contract Holder	DATE:
ST PETE FIRE CHIEF ADAM POIRRIER 727-363-9206 apoirrier@stpetebeach.org		Duval Ford Fleet Sales Bambi Darr (Work) 904-381-6596 (Fax) 904-387-6816 Bambi.Darr@duvalfleet.com 1616 Cassat Ave. Jax, FL 32210	11/12/18
PLEASE CONFIRM RECEIPT OF QUOTE VIA EMAIL			
I appreciate your interest and the opportunity to quote. Prices are published by the Florida Sheriff's Association/ Florida Association of Counties & Florida Fire Chiefs' Association Automotive Contract #FSA18-VEL26.0 chassis / FSA18-VEH16.0. (www.flsheriffs.org) If you have any questions regarding this quote please call! Vehicle will be ordered white exterior unless specified on purchase order.			
Labor	Code	Equipment	Price
0	SPEC 64	2019 FORD F-250 3/4 TON 4-DOOR CREW CAB PICKUP TRUCK - 4X4 (W2B)	\$ 27,412.00
0	600A	XL TRIM PACKAGE	NC
0	996	6.2L V8 GAS ENGINE	NC
0	44S	6 SPEED AUTO TRANSMISSION	NC
0	160	160" WHEEL BASE 6.75' BED	NC
0	90L	POWER WINDOWS/ DOOR LOCKS	NC
0	X3E	3.73 ELEC LOCKING AXLE	NC
0	BUC	BACKUP CAMERA	NC
0	52B	TRAILER BRAKE CONTROLLER	\$ 269.00
0	17S	STX APPEARANCE PACKAGE	\$ 1,689.00
0	INCL	CHROME GRILL	NC
0	INCL	SYNC	NC
0	INCL	CRUISE CONTROL	NC
0	INCL	18" PAINTED ALUMINUM WHEELS	NC
0	TDU	ALL TERRAIN TIRES- LT275/70RX18E OWL A/T	\$ 289.00
0	18B	CAB STEPS	\$ 444.00
0	UNDERCOAT	COMPLETE UNDER COATING FOR CORROSION PROTECTION	\$ 650.00
0	85S	HD SPRAY IN BEDLINER	\$ 539.00
0	CONSOLE	CENTER CONSOLE- TROY CONSOLE INCLUDES FLOOR PLATE, DUAL CUP HOLDER, CONSOLE TRAY, SWIVEL ARM REST & FACEPLATES CC-MC-18	\$ 695.00
2	W-VERTEX	(2) WHELEN LED VERTEX LIGHTS PLACED IN TAIL LAMP HOUSING (SPLIT RED/WHITE) VTX609	\$ 148.00
4	W-MICRON	(4) WHELEN MICRONS PLACED IN GRILLE (RED/WHITE) MCRNS	\$ 308.00
3	TAD8	WHELEN 30" LED TRAFFIC ADVISOR (TIR3) LIGHT BAR PLACED IN REAR WINDOW (RED/WHITE)	\$ 418.00
2	W-MICRON	(2) WHELEN MICRONS WITH TAG BRACKET (RED/WHITE) MCRNS	\$ 154.00
2	SO-MIRROR	SOUND OFF LED UNDER MIRROR LIGHTS- (RED) ENT2B3X	\$ 296.00
4	SO-RUNNING	SOUND OFF RUNNING LIGHTS (RED) ENL160R-L & ENL160R-R	\$ 780.00
0	INNER EDGE	WHELEN INNER EDGE FOR FRONT WINDOW (RED/WHITE) ISFL47Z	\$ 586.00
1	SSFPOS	WHELEN HEADLIGHT FLASHERS/WIG WAG	\$ 48.00
3.5	CENCOM	WHELEN CENCOM SAPPHIRE REMOTE PROGRAMMABLE SIRE/CONTROLLER WITH (2) 100 WATT SPEAKERS TOTAL	\$ 978.00
0	TAG	NEW TAG	\$ 230.00
0	E4	EXTERIOR: VERMILLION RED	\$ 659.00
0	AS	INTERIOR: GRAY VINYL 40/20/40	NC
0		VINYL FLOOR	NC
21.5	LABOR	Total labor hours per spec. Includes wire, loom, connectors, PDI and shop supplies:	\$85 \$ 1,827.50
0			NC
VENDOR COMMENTS		PLEASE CLEARLY NOTATE ON YOUR PURCHASE ORDER WHERE DUVAL FORD IS TO SHIP YOUR VEHICLE, HOW THE VEHICLE IS TO BE TITLED, AND WHERE THE INVOICE IS TO BE MAILED.	
UNIT COST			\$ 38,419.50
TOTAL QUANTITY		1	TOTAL PURCHASE \$ 38,419.50



18" Sparkle Silver Painted
Cast Aluminum w/Bright
Hub Cover/Center
Ornament
(Included w/STX Pkg. (175))

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in an amount not to exceed \$20,000.00 for Design, Construction Management and Inspection Services for Restroom Renovations at McKinney Park and Vina Del Mar Park.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested CPWG to provide design, construction management, and inspection duties as needed for the renovations to restroom facilities throughout the City. Duties will include meeting with contractors, reviewing pay applications, and general construction oversight during the renovations.

The next two restrooms to be renovated are the restrooms at McKinney Park and Vina Del Mar Park.

Funding: CIP – Public Restrooms
301-8000-590-0026

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with CPWG, in an amount not to exceed \$20,000.00 for Design, Construction Management and Inspection Services for Restroom Renovations at McKinney Park and Vina Del Mar Park.”

Attachment: Task Order from CPWG

**Reviewed by the
City Manager:** *WS*



Exhibit “B”

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

<i>Date of Task Order Request</i>	29 October 2018
<i>Firm Selected for Task</i>	CPWG
<i>Task (Project) Name</i>	Design, Construction Management and Inspection Services (CEI) for City-wide restroom renovations FY 19
<i>Task Description (and other relevant details)</i>	Provide Design, Construction Management and CEI duties as needed; attend meetings as needed; meet with contractor and other third-party personnel as needed. Review pay applications. Write a weekly progress report including an anticipated two week look ahead on major tasks. Project #1 McKinney Park restrooms Project #2 Vina Del Mar Park restrooms

<i>Task Budget</i>	Not to exceed \$20,000
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<i>Task Proposal Due Date</i>	TBD after receipt of NTP
-------------------------------	--------------------------

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Services Department at 727.363.9243.

Wayne Saunders
City Manager
City of St. Pete Beach

Acknowledgement of Task Order: _____ (Name)

_____ (Firm)

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request authorization to utilize Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach periodically requires temporary staffing for as-needed labor activities that require more manpower than standard staffing levels provide. Due to the nature of this work, the number of hours required to perform the task may not be known prior to performance, and compliance with the purchasing policy may not be known prior to invoicing.

Requested Motion: “I move to authorize the utilization of Goodwill Industries-Suncoast, Inc. for temporary staffing services on an as-needed basis in excess of \$10,000.00.”

**Reviewed by the
City Manager:** WS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the repair quotation from Everglades Equipment Group in the amount of \$11,025.39 for the repair of the Public Works front end loader.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City of St. Pete Beach requests approval of the repair quotation from Everglades Equipment Group in the amount of \$11,025.39 for the repair of the Public Works front end loader. The loader experienced a significant mechanical failure that required a heavy equipment trailer be mobilized to transport the loader to the Everglades for servicing.

Funding: 001-6103-541-5463

Requested Motion: “I move to approve the repair quotation from Everglades Equipment Group in the amount of \$11,025.39 for the repair of the Public Works front end loader.”

Attachment: Repair Quote from Everglades Equipment Group

Reviewed by the City Manager: WS

Ship to:

City Of St Pete Beach
155 Cory Ave
St Pete Beach FL 33713

Invoice to:

City Of St Pete Beach
155 Cory Ave
St Pete Beach FL 33713

Branch 08 - Palmetto, FL		
Date 11/08/2018	Time 15:01:01 (O)	Page 1
Account No. STPET003	Phone No. 7273639243	Estimate No. 005356
Ship Via	Purchase Order DAN	
858012621680C		
		Salesperson AK8

QUOTE EXPIRY DATE: 12/08/2018

SERVICE ESTIMATE - NOT AN INVOICE

Stock #: C024465 LOADER
Make: JD Model: 304J F
Is to have the following work done

MS #: LU304JX920876

Drive line

ADDITIONAL DESCRIPTION:

Unit broke down on beach. Tech 292 and Tech 860 traveled to beach and found gearbox with motor had twisted side ways causing high and low valve to brake off solenoids at the valve causing oil to dump out. Bolts came loose from rear flange. Positioned gearbox back in place and installed bolts to hold in place. tried to re-tightened solinoid up to stop leaking. Filled hydraulic tank up. Dumped all red tied fish out of bucket and drove off of beach and loaded on trailer. Unit is now back at shop. Drained all hydraulic fluid. Removed gearbox and torn down. Unit needs new high and low valve. Cannot be fixed. Had to remove all broken bolts. This estimate is for removing and replacing parts inside gearbox and adjusting pre-load on bearings, installing new bolts on flange and reinstalling back into unit and topping off hydraulic oil.

There will be another estimate after unit is running, after repair detailed above. Estimate will be for A/C leak and knob repair.

Part#	Description	Qty	Price	Amount
AR69444	HY-GARD TM	1	67.44	67.44
AR69444	HY-GARD TM	2	67.44	134.88
AT309025	Control Valve	1	6394.40	6394.40
AT313234	Shim	2	14.04	28.08
AT313235	Shim	2	14.04	28.08
AT313246	Shim	2	14.04	28.08

Ship to:

City Of St Pete Beach
155 Cory Ave
St Pete Beach FL 33713

Invoice to:

City Of St Pete Beach
155 Cory Ave
St Pete Beach FL 33713

Branch 08 - Palmetto, FL		
Date 11/08/2018	Time 15:01:01 (O)	Page 2
Account No. STPET003	Phone No. 7273639243	Estimate No. 005356
Ship Via 858012621680C		Purchase Order DAN
		Salesperson AK8

QUOTE EXPIRY DATE: 12/08/2018

SERVICE ESTIMATE - NOT AN INVOICE

Part#	Description	Qty	Price	Amount
AT313247	Shim	1	13.47	13.47
AT313275	Shim	2	14.04	28.08
AT313329	Seal	1	34.48	34.48
12M7066	LOCK WASHE	8	.32	2.56
19M7169	CAP SCREW	8	.86	6.88
19M7285	CAP SCREW	12	.78	9.36
BULKHYD	SHOP BULK HYD	20	12.48	249.60

Parts: 7025.39
 Labor: 4000.00
TOTAL: 11025.39

Authorization: _____

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the Cigna proposal for the calendar year 2019 health insurance.

Date: November 27, 2018

Prepared By: Colette Graston, Human Resources Administrator

Through: Vince Tenaglia, Assistant City Manager

Summary of Issue: Sun Risk Management, our Insurance broker, requested three (3) quotes from health insurance providers to secure benefits & rates for the calendar year 2019 and determined Cigna to be the best. Our current provider, Florida Blue, cited a 5% overall rate increase. However, Cigna provided a rate decrease of just over 13% with nearly identical benefit plans, plus a Health engagement fund of \$10,000 for wellness initiatives, onsite seminars and other programs not provided for with other carriers. The Cigna proposal reflects the priorities established by the City's Benefits Committee in considering options for FY2019.

Funding: The FY2019 budget included a 5% increase for estimated health insurance costs. The 13% reduction proposed by Cigna results in a budgetary gain of approximately \$150,000

Requested Motion: "I move to approve the Employee Health Insurance Contract with Cigna for the calendar year 2019"

Attachments: Plan Information

**Reviewed by
City Manager:** WS

2019 CIGNA Rates									
		Monthly Premium		Employer Cost		Employee Cost	Effective 1/1/2019 Semi-Monthly Premium Deduction 24 Pay Deductions		Monthly Impact to Employee from 2018
CIGNA CHOICE PLAN 1									
	Employee Only	\$ 567.07		\$ 567.07		\$ -		\$ -	\$ -
	Employee & Child(ren)	\$ 1,043.40		\$ 757.60		\$ 285.80		\$ 142.90	\$ (40.56)
	Employee & Spouse	\$ 1,315.59		\$ 866.48		\$ 449.11		\$ 224.56	\$ (87.05)
	Employee & Family	\$ 1,769.24		\$ 1,047.94		\$ 721.30		\$ 360.65	\$ (102.37)
CIGNA BASE PLAN 2									
	Employee Only	\$ 521.22		\$ 567.07		\$ (45.85)		\$ -	\$ 2.62
	Employee & Child(ren)	\$ 959.04		\$ 757.60		\$ 201.44		\$ 100.72	\$ (35.74)
	Employee & Spouse	\$ 1,209.23		\$ 866.48		\$ 342.75		\$ 171.38	\$ (78.04)
	Employee & Family	\$ 1,626.21		\$ 1,047.94		\$ 578.27		\$ 289.14	\$ (94.16)
CIGNA HSA - HDHP									
	Employee Only	\$ 491.56		\$ 567.07		\$ (75.51)		\$ -	\$ 14.09
	Employee & Child(ren)	\$ 889.47		\$ 757.60		\$ 131.87		\$ 65.93	\$ (8.07)
	Employee & Spouse	\$ 1,147.30		\$ 866.48		\$ 280.82		\$ 140.41	\$ (14.20)
	Employee & Family	\$ 1,511.94		\$ 1,047.94		\$ 464.00		\$ 232.00	\$ (43.55)

City of St. Pete Beach

CIGNA Plan Designs January 1, 2019

Benefit Overview				
Plan Designs		Open Access Plus - Choice	Open Access HDHP - HSA	Open Access Plus - Base
Calendar Year Deductible (CYD)		In-Network Only	In-Network/Out-of-Network	In-Network Only
Deductible (Individual)	In-Network	\$500	\$1,500	\$1,500
Deductible (Family Aggregate)	In-Network	\$1,000	\$3,000	\$4,500
Deductible (Family)	Out-of-Network	Not Covered	\$3,000 / \$6,000	Not Covered
Coinsurance				
	In-Network	10%	10%	10%
	Out-of-Network	N/A	40%	N/A
Out of Pocket Maximum (In-Network/Out-of-Network)				
	Individual	\$3,500	\$3,000/\$6,000	\$4,000
	Family	\$7,000	\$6,000/\$12,000	\$8,000
Office Services				
	In-Network Family Physician	\$15 Copay	Ded + 10% Coinsurance	\$30 Copay
	In-Network Specialist	\$35 Copay	Ded + 10% Coinsurance	\$55 Copay
	Out-of-Network Providers	Not Covered	Ded + 40% Coinsurance	\$60 Copay
	Telemedicine (In-Network/Out-of-Network)	\$15 Copay/ Not Covered	Ded + 10% Coins./Not Covered	\$30 Copay/Not Covered
Diagnostic Test (x-ray, blood work)				
	In-Network	\$0	Ded + 10% Coinsurance	\$0
	Out-of-Network	Not Covered	Ded + 40% Coinsurance	Not Covered
Imaging (CT/PET scans, MRIs)				
	In-Network	Outpatient: \$75 Office: \$175	Ded + 10% Coinsurance	\$250 Copay
	Out-of-Network	Not Covered	Ded + 40% Coinsurance	Not Covered
Hospital Services				
	Inpatient In-Network	Ded + 10% Coinsurance	Ded + 10% Coinsurance	Ded + 10% Coinsurance
	Inpatient Out-of-Network	Not Covered	Ded + 40% Coinsurance	Not Covered
	Outpatient In-Network	Ded + 10% Coinsurance	Ded + 10% Coinsurance	Ded + 10% Coinsurance
	Outpatient Out-of-Network	Not Covered	Ded + 40% Coinsurance	Not Covered
Emergency Room Services				
	In-Network	\$100 Copay	Ded + 10% Coinsurance	\$250 Copay
	Out-of-Network	\$100 Copay	Ded + 10% Coinsurance	\$250 Copay
Preventive Health				
	Mammograms, Well Child, Adult Wellness	\$0 Copay	In-Network: Covered 100%	\$0 Copay
Prescription Drug Copays:				
	Generic	\$10	\$10	\$10
	Brand	\$30	\$50	\$30
	Non-formulary	\$50	\$80	\$50
Mail Order Prescriptions (90 Day Supply)		\$30/\$90/\$150	\$30/\$150/\$240	\$30/\$90/\$150

Application

Insured and/or Administered by
CIGNA Health and Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152



1. Name of Applicant City of St. Pete Beach		2. Main Address 155 Corey Avenue, St. Pete Beach, FL 33706	
3. Nature of Business Municipality			
4. Classes and Locations of Individuals Eligible		5. Subsidiary and Affiliated Companies Included	
6. Total Number of Individuals Eligible 92		For Individual Benefits 48	
		For Dependent Benefits 36	
Have any of the classes of individuals eligible been covered under a group insurance policy or any other form of group plan within the past five years? ☐ Yes ☒ No If so, please specify the benefits, the underwriting company or organization, and the dates these benefits were terminated.			
7. Group Insurance Applied For: (Please check all that apply)			
Individual		Dependent	
☒		☒	
☐		☐	
☐		☐	
☐		☐	
☐		☐	
		Comprehensive Medical Benefits	
		Managed Medical Care Benefits	
		Managed Dental Benefits	
		Vision Care Benefits	
8. Effective Date Requested: January 1, 2019			
Group Insurance at the Insurance Company's rates and under the terms of the policy(s) applied for will take effect on the Effective Date Requested if the Application is accepted at the Home Office of the Insurance Company. If certain persons eligible are to contribute to the cost of the Group Insurance, such Group Insurance will take effect on the later of: the date the required number have enrolled, or on the Effective Date Requested. If this Application is not accepted, no insurance will become effective. Any premium advanced by the Applicant will be refunded upon surrender of this Conditional Receipt.			
9. THE APPLICANT DECLARES: that he has read the above statement and the answers to the above questions are complete and true. The Applicant agrees: (1) that this Application is offered as an inducement for the Group Insurance applied for; (2) that the terms and conditions of the Insurance Company's Proposal for the Group Insurance applied for forms a part of this Application and that this Application will form a part of any policy(s) issued; (3) that only the information on this Application will bind the Insurance Company; and (4) that no waiver or change will bind the Insurance Company unless signed by an Executive Officer of the Insurance Company. Group Insurance will only be provided for persons eligible under the policy(s) issued.			
Dated at St. Pete Beach on _____			
Name of Applicant City of St. Pete Beach			
By _____ Title City Manager			
Witness _____ Soliciting Agent if other than Witness _____			
Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.			
STATEMENT TO BE SIGNED BY APPLICANT UPON PAYMENT OF THE PREMIUM OR ANY PART THEREOF			
I HEREBY DECLARE that I have paid to _____ Agent			
_____ Dollars for which I hold his receipt.			
Date _____ Applicant _____			
Agent _____ Agent's License No. A017745			

HP-APP-25

Cat. #831549 04-10 FOR USE IN FL ONLY

Conditional Receipt

Insured and/or Administered by
CIGNA Health and Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152



Received of **City of St. Pete Beach** _____ Dollars

to be applied against the first premium on the proposed Group Insurance under this Application. This payment is made and accepted subject to the following conditions. Group Insurance at the Insurance Company's rates and under the terms of the policy(s) applied for will take effect as of the Effective Date Requested if the Application is accepted at the Home Office of the Insurance Company. If certain persons eligible are to contribute to the cost of the Group Insurance, such Group Insurance will take effect on the later of: the date the required number have enrolled, or on the Effective Date Requested. If the Application is not accepted, no insurance will become effective. Any premium payment advanced by the Applicant will be refunded upon surrender of this Conditional Receipt.

Date _____ Agent _____ Agent's License No. **A017745**

DETACH THIS RECEIPT WHEN PAYMENT IS MADE

HP-APP-25

Cat. #831549 04-10 FOR USE IN FL ONLY

CIGNA HEALTH AND LIFE INSURANCE COMPANY

FLORIDA

STATE REQUIRED ACCEPTANCE/REJECTION FORMS

CIGNA Health and Life Insurance Company is required to offer to the group policyholder the following benefits. The policyholder may choose to accept or reject the benefits and understands that such coverage, if rejected, will not be provided at a later date unless specifically requested.

ACCEPT	REJECT	CITATION	BENEFIT
	X	627.669	Alcoholism and Drug Dependency: Coverage for inpatient and outpatient treatment of alcoholism or drug dependency, up to 44 outpatient visits, with a lifetime limit of no less than \$2,000. Detoxification is covered only on an inpatient basis. [Effective plan years after 10/3/09, Customers who are subject to Federal Mental Health & Substance Abuse Parity must REJECT this benefit as it is not compliant with federal requirements.]
	X	627.668(2)(b)	Mental Illness: Coverage for mental and nervous disorders at the same basis as any other illness, subject to an inpatient maximum of 30 days per benefit year. Mental illness coverage is not required, but if provided, cannot be less than this benefit. (Rejection would only mean that this particular set of benefits has been refused. A better benefit may be provided, or no mental health benefits may be provided.) [Effective plan years after 10/3/09, Customers who are subject to Federal Mental Health & Substance Abuse Parity must REJECT this benefit as it is not compliant with federal requirements.]
X		627.42395	Nutritional Formulas*: Coverage for prescription and non-prescription enteral formulas prescribed by a physician for inherited diseases or malabsorption, up to \$2,500 annually through the age of 24.

*This benefit is standardly covered under CHLIC plans and therefore does not have an impact on premium for those plans.

Name of Policyholder: City of St. Pete Beach

By: David Wayne Saunders

Title City Manager

Signature: _____

Date _____



Gap Fund Acknowledgement

Are your employees reimbursed for their co-payments, co-insurance cost, deductibles or out of pocket expenses?

If so, please let us know the details below. If not, please still confirm and sign below.

We assume NO subsidization or reimbursement for any portion of the employees' cost-sharing responsibilities. And that's how we set the premium rates/charges for all benefit plans insured and/or administered for you by Cigna HealthCare companies ("Cigna HealthCare, we, us").

Subsidization/reimbursement is also known as "Gap Funding". That is because employees receive money to fund the gap between their cost-share responsibility and Cigna HealthCare's payments.

Do you offer any of these plans? ☒ YES ☐ NO

- Health Savings Account (HSA)
- Health Reimbursement Account (HRA)
- Other means to reimburse employees for health plan expenses

If YES, please confirm the following:

- How much is the employer funding amount? \$75.51 per month
- What is the reimbursement order? Does the HSA and/or HRA fund pay first, or something else? HSA
- Is there an annual rollover provision for the fund? ☐ YES ☒ NO
- Any changes in employer funding in the past year or future year? ☐ YES ☒ NO
 - If YES, please provide details: _____

Please notify Cigna HealthCare prior to implementing any "Gap Funding" program. Cigna HealthCare will determine if we need to change the premium rates/charges both now and in the future based on the information you provide.

Please affirm that the above information is true and complete. Thanks!

City of St. Pete Beach

Date: _____

By: _____

Title: City Manager

**Underwriting Contingencies
For
City of St. Pete Beach**



Cigna HealthCare reserves the right to change the Quoted Rates and/or Quoted Benefits or to decline to offer coverage if any of the foregoing information is inaccurate or changes prior to the proposed Effective Date indicated above, or if the quoted rates and/or fees are not agreed to within 60 days of receipt of this summary information form. If any of the information identified above changes either prior to the proposed Effective Date or while coverage is in effect, you agree to notify us promptly of such change.

The "Underwriting Contingencies" set forth above shall survive execution of any insurance policy, application, etc., issued by Cigna HealthCare or any affiliated company, and shall further survive the effective date of any such policies.

The benefits displayed in this summary are, for the most part, modular benefit packages used to develop the rates. Please review the Benefit Summary and its attachments for information about the benefits available in your sites.

"Cigna HealthCare" refers to various operating subsidiaries of Cigna Corporation. Products and services are provided by these subsidiaries and not by Cigna Corporation. These subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

I UNDERSTAND AND AGREE ON BEHALF OF CONTRACTHOLDER THAT CIGNA HEALTHCARE MAY, NOTWITHSTANDING THE TERMS OF THE INSURANCE POLICY OR SERVICE AGREEMENT, REVISE ANY PREMIUM RATES OR PREPAYMENTS FEES AT ANY TIME IF THE ENROLLMENT OR EMPLOYER CONTRIBUTION LEVEL IS DIFFERENT THAN ASSUMED BY CIGNA HEALTHCARE IN UNDERWRITING THE CONTRACT OR IF CIGNA HEALTHCARE IS (i) REQUIRED TO PAY ANY ASSESSMENT, OR (ii) INCUR ADDITIONAL COSTS IN ADMINISTERING THE CONTRACT AS A RESULT OF THE PATIENT PROTECTION AND AFFORDABLE CARE ACT AND THE REGULATIONS PROMULGATED THEREUNDER.

Client Signature

Date

City of St. Pete Beach
Client Name

City Manager
Title

**LETTER AGREEMENT FOR SBCs
(Insured)**

**City of St. Pete Beach
155 Corey Ave
St. Petersburg, FL 33706**

The purpose of this letter agreement ((**“Agreement”**) is to establish responsibility between Cigna (**“Cigna”**) and City of St. Pete Beach (**“Policyholder”**) with respect to compliance with the requirements of section 2715 of the Public Health Service Act, as added by the Patient protection and Affordable Care Act (the **“Law”**) and its applicable regulations (the **“Rules”**) in connection with the group health insurance policy(ies) issued by Cigna to Policyholder in connection with a group health plan sponsored by Policyholder (the **“Plan”**). Cigna and Policyholder are referred to collectively as the **“Parties”** and each is referred to as a **“Party.”**

Background

Cigna as a “health insurance issuer” and Policyholder as the “plan administrator” of the Plan are each required to comply with the requirements of the Law and Rules relating to the provision to Plan participants and beneficiaries of a written summary of benefits (**“SBC”**) and translation notice (the **“Translation Notice”**) and the availability of a uniform glossary (the **“Glossary”**). In regulatory guidance issued on March 19, 2012 by the Departments of Labor, Health and Human Services and Treasury (see FAQ 5), the Departments indicated that an issuer and a plan would not be subject to any enforcement action by the Departments for failing to provide a timely or complete SBC where the plan or issuer had entered into a binding contractual arrangement under which another party had assumed responsibility (1) to complete the SBC, (2) to provide required information to complete a portion of the SBC, or (3) to deliver the SBC with respect to certain individuals provided the following conditions are satisfied:

- *The plan or issuer monitors the performance under the contract,*
- *If the plan or issuer has knowledge of a violation of the final regulations and the plan or issuer has the information to correct it, it is corrected as soon as practicable, and*
- *If a plan or issuer has knowledge of a violation of the final regulations and the plan or issuer does not have the information to correct it, the plan or issuer communicates with participants and beneficiaries regarding the lapse and begins to taking significant steps as soon as practicable to avoid future violations.*

The purpose of this Agreement is to establish such a binding contractual arrangement establishing between Cigna and the Policyholder responsibility with respect to the preparation and distribution of SBCs and Translation Notices and the availability of the Glossary with respect to the Plan.

Responsibilities of the Parties

Cigna Responsibilities: Cigna is responsible for:

1. Preparation of SBC and Translation Notice.
2. Providing SBC and translation notice in paper or electronic form to Policyholder for delivery to Plan participants, beneficiaries and “special enrollees” as required.

If a renewing policyholder:

3. Providing in paper or electronic form to the Policyholder for delivery to participants, beneficiaries and “special enrollees” a new SBC and translation notice as soon as possible following the Policyholder’s decision to renew.

If new or renewing policyholder:

4. Providing notice of material modifications to the Policyholder for delivery by Policyholder to Plan participants and beneficiaries as required.
5. Making the Glossary available to Plan participants and beneficiaries within 7 business days of request by such Plan participants and beneficiaries.
6. Upon Policyholder request, including benefits administered by carve-out vendors in the SBC for a fee of \$500 per carve-out benefit per Plan option
7. Sending to Plan participants and beneficiaries an SBC and translation notice in paper format for the Plan in which they are enrolled within 7 business days of request by such Plan participants and beneficiaries.

Policyholder Responsibilities: Policyholder is responsible for:

If a new policyholder:

1. Delivery of SBCs and translation notices in paper or electronic form to Plan participants and beneficiaries and new employees upon application for coverage under the Plan either as part of the enrollment materials, or, if there are no enrollment materials, by the first date on which the participant is eligible to enroll.
2. Delivery of SBC and translation notice in paper or electronic form to Plan participants and beneficiaries and new employees by the first day of coverage any updates to the SBC made since the SBC was last provided during open enrollment.
3. Delivery of SBC and translation notice in paper or electronic form SBC to “special enrollees” within 90 days of enrollment.

If a renewing policyholder:

4. Delivery of SBC and translation notice in paper or electronic form to Plan participants and beneficiaries for the Plan in which they are enrolled no later than the date that new application materials are distributed. If renewal is automatic (no written application materials are required), the SBC shall be sent/made available 30 days prior to renewal date of the applicable policy (unless it has not yet been issued).
5. Delivery of SBC and translation notice to Plan participants and beneficiaries for a policy in which they are not currently enrolled within 7 business days of request by such Plan participants and beneficiaries.

If new or renewing policyholder:

6. Delivery of material modifications to Plan participants and beneficiaries 60 days prior to effective date of such material modifications.
7. Delivery of SBC and translation notice to new employees as part of any written application materials provided to new enrollees or, if no written application materials are provided, no later than the first day the new employee is eligible to enroll in coverage.
8. If Policyholder elects for Cigna to include benefits administered by carve-out vendor in the SBC, providing the carve-out benefit information to Cigna for inclusion in the SBC for a fee of \$500 per carve-

out benefit per plan option. The carve-out benefit information must be provided to Cigna at least 12 weeks prior to the date the SBC is to be delivered to the Policyholder. If Policyholder does not elect for Cigna to include benefits administered by carve-out vendor in the SBC, Policyholder will provide a separate SBC for the carve-out benefits (first plan year only) or will add the carve-out benefits to the Cigna provided medical SBC.

Policyholder shall not alter any documents prepared by Cigna pursuant to this agreement and Connecticut General shall not be responsible for any such alterations.

Acceptance and Effective Date

If the terms of this Agreement are acceptable, you may indicate your consent first by executing this Agreement where indicated below and returning it to me at the following address:

Cigna Healthcare
2701 N. Rocky Point Drive, Ste. 800
Tampa, FL 33607

Alternatively, you need not do anything to express your consent to the Agreement. If within 30 days of the date of this letter Agreement you do not send your written objection to this Agreement, you will be deemed to have consented to this Agreement and to be bound by its terms.

This Agreement shall be effective on 1/1/2019.

Very truly yours,



Ross Sanchez
New Business Manager

For: Cigna

By: RS Date: 11/14/2018

For Policyholder: City of St. Pete Beach

By: _____ Date: _____

Guaranteed Cost Client and Benefit Advisor Acknowledgement Form



Insured Medical: Guaranteed Cost along with Dental, Vision, and Stop-Loss sold with Guaranteed Cost Insured by one or more of the insurance and/or HMO subsidiaries of Cigna Corporation (collectively "Cigna")

Acknowledgement of Benefit Advisor Designation

Account (0624641). Client City of St. Pete Beach hereby acknowledges that the individual/firm listed below has been designated by Client as its broker of record/consultant ("Benefit Advisor") as of January 1, 2019.

Client shall promptly notify Cigna of a change in the Benefit Advisor designation. Benefit Advisor changes are effective the first of the month following the month in which notification is received by Cigna.

Confirmation of Benefit Advisor Compensation

Client has engaged the Benefit Advisor to perform agreed upon services exclusively for the benefit of Client and not Cigna regarding the purchase of group medical insurance coverage (the "Services"). Client has agreed to pay the Benefit Advisor as indicated in the Fee Details below for the performance of the Services (the "Benefit Advisor Fees").

(Premium or membership attributable to individuals covered under state continuation laws will not be used in calculating the Benefit Advisor Fees.) Client shall promptly notify Cigna of any change in the Benefit Advisor Fees.

Client and Benefit Advisor acknowledge that the Benefit Advisor Fees are:

- Exclusively for the performance of the Services by the Benefit Advisor;
- Not consideration for insurance under the Policy;
- Not determined by Cigna; and
- The sole obligation of Client.

Authorization/Additional Acknowledgements

Client and Benefit Advisor authorize Cigna to:

- Bill, on behalf of the Benefit Advisor, the applicable Benefit Advisor Fees with its monthly premium billing statement to the Client (Benefit Advisor Fees will be reflected in the total amount billed);
- Remit, on behalf of the Client, any Benefit Advisor Fee payments received from the Client to the Benefit Advisor within 60 business days of receipt (Note: Unless the client specifically directs that a portion of its payment be applied to Benefit Advisor Fees, any payments received by Cigna will first be applied toward any outstanding insurance premium and will not be prorated between premium and Benefit Advisor Fees); and
- Attempt, on behalf of the Client, to recover overpayments made to the Benefit Advisor; however, Cigna shall not be responsible to the client for any uncollected amount.

Client authorizes:

- Cigna, as its agent pursuant to Treas. Reg. 1.6041-1(e)(4), to directly file tax information returns (Form 1099-MISC) on its behalf for Benefit Advisor Fees remitted to the Benefit Advisor
- Cigna, as its agent to withhold and deposit federal income taxes on the Benefit Advisor Fees subject to backup withholding under Section 3406 of the Internal Revenue Code using Cigna's own name and federal employer identification number.
- Cigna, as its agent, to contract with third parties to perform these authorized services, which contract may authorize IRS to disclose confidential tax information of the Client and Cigna to such third party.
- The IRS to disclose confidential tax information to Cigna relating to the authority granted above.

Client and Benefit Advisor further acknowledge that:

- Cigna shall have no obligations with respect to the billing and remittance of the Benefit Advisor Fees other than as set forth above; and
- Such obligations shall terminate when the Policy terminates, the Benefit Advisor ceases to represent the Client, Client and/or Benefit Advisor revoke the foregoing authorizations, or the date specific by Cigna when Cigna notifies Client and Benefit Advisor that it will cease billing and remitting the Benefit Advisor Fees.

Client and/or Benefit Advisor may revoke these authorizations at any time by giving 30 days' prior written notice to Cigna. Client acknowledges that in the event of such revocation, it will thereafter be responsible for the payment of all Benefit Advisor Fees and the performance of the tax information reporting and backup withholding with respect to the Benefit Advisor Fees.

Additional Terms

This document constitutes the entire understanding and agreement of the parties and supersedes any prior agreement or understanding with respect to the subject matter thereof. The terms of this document can only be changed or waived by the mutual, written consent of the Client, the Benefit Advisor and Cigna.

Note: No compensation will be paid to the Benefit Advisor with respect to insurance coverage unless the Benefit Advisor (individual and agency) has a contract with Cigna, holds an appropriate resident or non-resident license and is appointed with Cigna.

"Cigna" is a registered service mark and the "Tree of Life" logo is a service mark of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided exclusively by such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company (CGLIC), Cigna Health and Life Insurance Company (CHLIC), and HMO or service company subsidiaries of Cigna Health Corporation, HealthSpring, Inc. and Cigna Dental Health, Inc.

PRODUCER COMPENSATION DETAILS

Client Name: City of St. Pete Beach							Client Situs State: FL
Product	Commission Effective Date	Per Employee	Per Member	Employee Plus 1/ Spouse	Employee Plus 2/ Child	Employee Plus 3/ Family	Percentage of Premium
Facets HSA OAP	1/1/2019	\$	\$	\$	\$	\$	6.00%
Facets Open Access Plus	1/1/2019	\$	\$	\$	\$	\$	6.00%
Facets Open Access Plus	1/1/2019	\$	\$	\$	\$	\$	6.00%

CLIENT INFORMATION

By signing below, you are confirming that you have agreed to the preceding terms and the Compensation Details outlined above.

Signer Name (Print): D. Wayne Saunders	
Authorized Client Signature:	Date:

WRITING PRODUCER/BENEFIT ADVISOR INFORMATION

Writing Producer Name (Print): Paula J Beersdorf	Last 4 SSN/Tax ID: 5569	Percentage of Compensation: 100.00%
Authorized Agent or Writing Producer Signature:	Date:	

By signing this document, I confirm that the person listed as the Writing Producer solicited, sold and /or negotiated the contract for this account and is properly licensed under applicable state regulations and appointed with Cigna to do so.

Compensation made payable to:

Individual/Agency Name (Print): Sun Risk Management, Inc.		Benefit Advisor/Agency Producer Code:
Compensation Mailing Address (Street/P.O. Box): 1206th Street South (City): St. Petersburg (State): FL (Zip Code): 33201		
Corporate TIN: 59-2248381	Phone Number: 727-367-3231	Email Address: paulab@sunriskinc.com

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$68,500.00 for design and construction documents for Upham Beach Area & Park Facilities Improvements.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City requested that CPWG develop conceptual designs for the Upham Beach parking area, to reimagine the existing parking layout, improve the landscaping and hardscaping, and improve the overall experience of residents and guests who frequently visit Upham beach.

Scope of services includes engineering, surveying and mapping services for parking area design, landscape design, and engineering cost estimate for parking area rea-alignment from 67th Ave to 71st Ave.

Funding: CIP – Upham Beach Parking Lot
301-8000-590-0010

Requested Motion: “I move to approve the Task Order under the Continuing Engineering Services Contract with CPWG, in the amount of \$68,500.00 for design and construction documents for Upham Beach Area & Park Facilities Improvements.”

Attachment: Task Order from CPWG
Upham Beach Parking Concept Phase 1

**Reviewed by the
City Manager:** WS



Exhibit "B"

**TASK ORDER FORM - CONTINUING CONTRACT FOR
PROFESSIONAL SERVICES**

<i>Date of Task Order Request</i>	10/17/2018
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<i>Firm Selected for Task</i>	CPWG
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<i>Task (Project) Name</i>	Upham Beach Parking Area & Park Facilities Design Improvements
----------------------------	--

<i>Task Description (and other relevant details)</i>	Provide engineering, surveying and mapping services for parking area design, landscape design, and engineer's cost estimate for parking area re-alignment in front of Upham Beach Park between 67th and 71st.
--	---

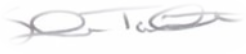
<i>Task Budget</i>	\$68,000.00 for Phase I
--------------------	-------------------------

<i>Task Proposal Due Date</i>	As soon as Task Order is executed
-------------------------------	-----------------------------------

Thank you for your efforts on behalf of the City of St. Pete Beach. If there are any questions or additional information needed, please contact the City Public Services Department at 727.363.9243.

Acknowledgement of Task Order:

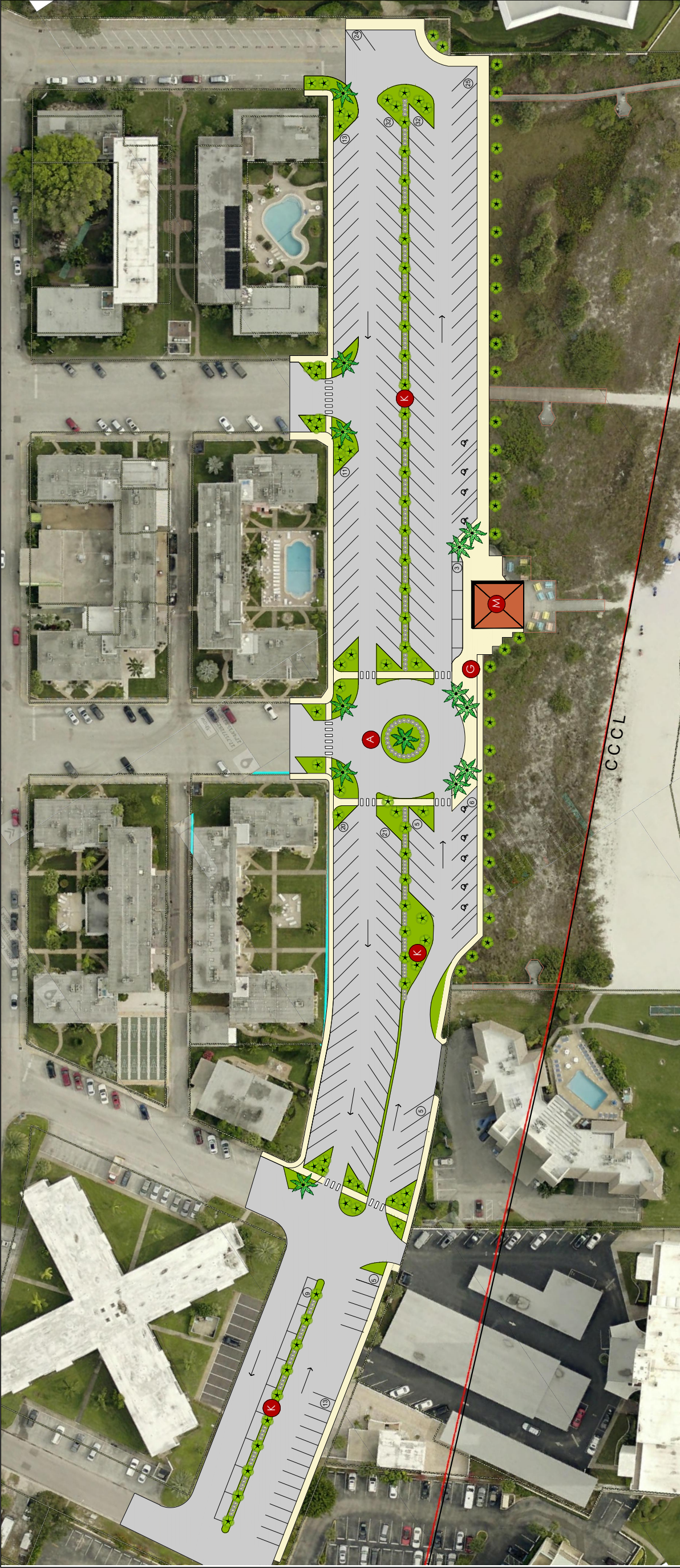
Wayne Saunders
City Manager
City of St. Pete Beach

 8/22/18

(Name)

CPWG

(Firm)



LEGEND



ROUNDABOUT PLANTINGS

LEGEND CONT'D

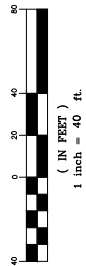
-  K BIOSWALE
-  M EXISTING BUILDING



SEAT WALL & PAVERS WITH HIGH SOLAR REFLECTANCE PIGMENTS (COOLER TO THE TOUCH)



GRAPHIC SCALE



PARKING STALL DIMENSIONS FOR
45 DEGREE ANGLE PARKING =
21' FROM AISLE TO CURB, 10' WIDE,
15' DRIVE AISLE

TOTAL PARKING SPACES = 224
(202 EXISTING SPACES)

NO.	DATE	REVISION	 AT THE READY.	MATTI RUUKKOLM FL REG. LANDSCAPE ARCHITECT #JA6667261	UPHAM BEACH CITY OF ST. PETE BEACH	PARKING LOT CONCEPT PLAN	SHEET NUMBER
							2 OF X SHEETS

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the proposal from Kimley-Horn and Associates, Inc. in the amount of \$381,180.00 for Design and Permitting for the Sanitary Sewer Force Main North project.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: On January 23, 2018 the City selected Kimley-Horn & Associates to perform the design of the Sanitary Sewer Force Main North project. As recommended by the Sanitary Sewer Capacity Report, this project will increase the flow capacity of the transmission system by constructing a new Force Main Pipe from Pump Station No. 2 at 55th Ave. approximately 7,800 feet north to the Master Pump Station at 87th Ave. The increased capacity will alleviate pressure on the existing gravity main which will significantly reduce the possibility of sanitary sewer overflows in all but the most extreme of storm events. This project also includes the design of a new lift station for the most northern of the four sewer lateral collector cross-over pipes that service customers on the west side of Gulf Blvd. To manage costs to known needs and not speculation, the scope for survey and subsurface investigations is limited to critical areas to begin with. As we have learned from the Pass-A-Grill Way projects, there may be additional work required as the design progresses to obtain specific utility locations which will reduce construction change order possibilities.

Time is of the essence therefore, pending a budget amendment to bring forward CIP FY18 funding for this project, the funding to start the design will come from the FY19 CIP I&I program. After the amendment is approved an additional purchase order and project funding transfers will be processed to restore funds to their original project approvals.

Funding: CIP – Inflow & Infiltration Repairs
101-6107-535-5633

Requested Motion: “I move to approve the proposal from Kimley-Horn and Associates, Inc. in the amount of \$381,180.00 for Design and Permitting for the Sanitary Sewer Force Main North project.”

Attachment: Professional Services Agreement
Kimley-Horn and Associates, Inc. Proposal

**Reviewed by the
City Manager:**





**CITY OF ST. PETE BEACH, FLORIDA
Contract for Professional Design Services**

**Kimley Horn and Associates, Inc.
Sanitary Sewer North Force Main Extension**

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CITY OF ST. PETE BEACH, FLORIDA
Contract for Professional Design Services

Kimley Horn and Associates, Inc.
Sanitary Sewer North Force Main Extension

This is a Contract (the "Contract") entered into by and between the City of St. Pete Beach, a Florida Municipal Corporation, with principal address located at 155 Corey Avenue, St. Pete Beach, Florida 33706 (hereinafter "CITY") and Kimley Horn and Associates, Inc., a Florida Corporation, with principal address located at 655 N. Franklin Street, Suite 150, Tampa, FL 33602 (hereinafter "CONSULTANT"). The CITY and CONSULTANT together shall be referred to as the "Parties."

WHEREAS, the CITY desires to retain the CONSULTANT to perform Professional Design Services for the CITY, more fully described below in the "scope of services" section; and,

WHEREAS, the CITY desires to employ the CONSULTANT for the Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the "Consultants' Competitive Negotiation Act" in Section 287.055, Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1 – GENERAL

- 1.1. The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2. CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work services.
- 1.3. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 1.4. Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract.

At any time hereafter that the CONSULTANT desires to change the key personnel in an active services, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

- 1.5. The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the services. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6. The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the services.
- 1.7. Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.8. This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.
- 1.9. This Contract shall be binding upon the Parties, their successors, assigns, and legal representatives. CONSULTANT shall not assign or otherwise transfer any of the rights or duties under this Contract, without the express written consent of the CITY.
- 1.10. The prevailing party in any action to enforce or interpret this Contract shall be entitled to reasonable attorney fees incurred through all appellate proceedings.
- 1.11. CONSULTANT hereby acknowledges that the person executing this Contract on behalf of CONSULTANT has the full authority to do so and to bind CONSULTANT to the terms hereof.
- 1.12. To the extent that any terms in the attached proposal conflict with the terms of this Contract, the terms of this Contract shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
- 1.13. This Contract may be amended or modified only in writing signed by all Parties hereto. This Contract shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.
- 1.14. Any and all notices sent pursuant to this Contract shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Consultant:

Wayne E. White, P.E.
Kimley Horn and Associates, Inc.
655 N. Franklin Street, Suite 150
Tampa, FL 33602

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

SECTION 2 – SCOPE OF SERVICES & CHANGE ORDERS

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the Parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 General. The CONSULTANT agrees to perform those services described in Exhibit B – CONSULTANT’s proposal, dated March 22, 2018 which is attached hereto and made a part hereof.
- 2.3 Additional Service. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Change Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 The CITY or the CONSULTANT may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONSULTANT’s compensation for any Change Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 3 – CITY’S RIGHTS AND RESPONSIBILITIES

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY’s files, necessary or useful to the CONSULTANT for the performance of the services. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the services to be performed by the CONSULTANT. CONSULTANT shall be permitted to retain record copies of documents for the duration of time as required by Florida law.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the

CONSULTANT shall be determined solely at the discretion of the CITY.

- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the services.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the services not covered under the services.

SECTION 4 – COMPENSATION.

- 4.1 General. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the CONSULTANT's proposal, attached and incorporated as Exhibit B.
- 4.2 Lump sum method
 - a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Exhibit A unless there is a change in the scope of the work by formal amendment to this Contract.
 - b. Payment to the CONSULTANT for services performed under this Contract shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.
- 4.3 Invoice Processing. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the

CITY with an explanation of the deficiencies. The CITY will make an effort to resolve all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 Additional Compensation for Change in Scope of Services. If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the services by formal amendment or Change Order to this Contract.

SECTION 5 - CONTRACT TERM, COMMENCEMENT, IMPLEMENTATION OF WORK.

- 5.1 Term. This Contract shall expire three (3) years after the effective date of this Contract.
- 5.2 Work Commencement. The CONSULTANT shall commence work on each authorized within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Services, unless the delay is due to no fault of the CONSULTANT.
- 5.3 Implementation Schedule. The CONSULTANT must complete its work in accordance with the time schedule specified in the Exhibit B. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any services, the CONSULTANT is entitled to an appropriate extension of the Contract time. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any costs to increase for reasons beyond the CONSULTANT's control.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE

- 6.1 General. The CITY hereby designates the CITY Manager or designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
 - a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.

- b. Transmission of instructions, receipt of information and interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

SECTION 7 - INDEMNITY AND INSURANCE

- 7.1 General. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.
- 7.2 Insurance. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Services from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:
 - a. Worker's Compensation. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subconsultant to provide Worker's Compensation for all of its employees.
 - b. Commercial General Liability. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
 - c. Automobile Liability. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
 - d. Professional Liability Insurance. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering and Consulting Services". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of

negligent performance by the CONSULTANT, or any person or Subconsultant employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.

- e. Certificates of Insurance. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 8 – DATA, DOCUMENTS, RECORDS.

- 8.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.
- 8.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.
- 8.3 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Services. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the

CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

- 8.4 Any Documents given to or prepared or assembled by the CONSULTANT and its Subconsultants under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 8.5 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 8.6 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.
- 8.7 The CONSULTANT should abide by the Florida Public Records law set forth in Florida Statutes, Section 119.0701, more fully described in "Exhibit C." **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
- 8.8 Records Maintenance. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 8.9 Access to Records. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 9 – STANDARDS OF CONDUCT, CODES AND DESIGN STANDARDS

- 9.1 Consultant Employees. The CONSULTANT warrants that it 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 the CONSULTANT 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 of making of this Contract.
- 9.2 Consultant Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 9.3 Conflict of Interest. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 11.
- 9.4 Removal of Employee. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Services which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 9.5 Publication. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.
- 9.6 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Services to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 10 – FORCE MAJEURE, ASSIGNABILITY, EXTENT OF CONTRACT.

- 10.1 Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them,

is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

10.2 Assignability. The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such services or transfer shall be furnished promptly to the CITY.

10.3 Extent of Contract. This Contract, together with the RFQ titled “Engineering Services for Design of Sanitary Sewer Force Main Pump Sta #1 to Pump Sta #2 87th Avenue to 5th Avenue”, the proposal submitted March 22, 2018 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Contract between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Request for Qualifications (RFQ)

Exhibit B: Scope of Services

Exhibit C: Florida Public Records Law.

SECTION 11 - TERMINATION, CLAIMS, DISPUTES, REMEDIES & CONTROLLING LAW.

11.1 Termination by City for Cause. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT’s failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any services.
- c. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT’s failure to perform.
- d. The quality of the services performed by the CONSULTANT is not in

conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any services.

- e. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- f. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an services for the benefit of creditors.
- g. The CONSULTANT violates the Standards of Professional Conduct provisions of this Contract herein.
- h. In the event of any of the causes described in this Contract, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

11.2 Termination by Consultant for Cause. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default and may immediately terminate this Contract.

11.3 Termination by City Without Cause. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Services without cause, provided that ten (10) days prior to written notice is given to the CONSULTANT of the CITY'S intent to terminate.

11.4 Payment in The Event of Termination. In the event this Contract or any Services is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY

and the CONSULTANT. No amount shall be allowed for anticipated profit on unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

11.5 Action Following Termination

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

11.6 Suspension

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.
- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any TaskOrder of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet

to assess the services performed hereunder up to the time of such meeting, the services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

11.7 Claims and Disputes. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.

11.8 Remedies. Except as provided in Section 11.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.

11.9 Controlling Laws. This Contract is to be governed by the laws of the State of Florida.

11.10 PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

SECTION 12 - MISCELLANEOUS

12.1 Miscellaneous. [Reserved]

[Signature Page to Follow]

[

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year set forth below.

Kimley Horn and Associates, Inc.

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

REQUEST FOR QUALIFICATIONS

EXHIBIT “B”
CONSULTANT’S PROPOSAL

EXHIBIT “C”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.



March 22, 2018

Mr. Mike Clarke
Public Works Director
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, Florida 33706

Re: St. Pete Beach Sanitary Sewer North Force Main Extension

Dear Mr. Clarke:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this scope of services to the City of St Pete Beach ("City") for providing professional services for the Sanitary Sewer North Force Main Extension (the "Project"). Our project understanding, scope of services, schedule, and fee are included in this letter.

PROJECT UNDERSTANDING

1. Kimley-Horn was selected and confirmed by the City Commissioners at the Commission Meeting on January 23rd, 2018 regarding the Request for Qualification on the Sanitary Sewer North Force Main Extension.
2. The Project consists of the construction of approximately 7,800 LF of 24-inch force main from Pump Station 2 along Boca Ciega Drive and Gulf Winds Drive to the connection point downstream at Pump Station 1. The attached Force Main 2 Extension Exhibit shown in **Appendix A** illustrates the preliminary alignment.
3. The starting connection point will be at the intersection of Gulf Winds Drive and Gulf Boulevard where the existing 16-inch force main current discharges to a gravity sewer manhole. A diversion interconnect will be designed to allow flow to be routed into the gravity sewer system in case of an emergency.
4. The project also consists of the construction of a City lift station in the vicinity of the west side of Gulf Blvd across the street from 58th Avenue and approximately 120 linear feet (LF) of 8-inch force main from the new station directly east under Gulf Blvd in order to manifold with the existing force main. The attached shown in **Appendix B** - Hotel District Lift Station 1 Improvements Map shows the preliminary alignment and location of the lift station.
5. The new station will serve the existing gravity sewer system that currently crosses the street via gravity pipe at 58th Avenue. This project will reroute the flows so they tie directly into the existing force main.
6. The Scope of Services detailed below comprise the services that are included in this Agreement. Services not specifically described herein are not included in this Agreement and would be considered an Additional Service.

SCOPE OF SERVICES

Task 1 – Survey and Subsurface Utility Exploration (SUE)

- A. See attached scope of services in **Appendix C**.

Task 2 – Geotechnical Services

- A. See attached scope of services in **Appendix D**.

Task 3 – Design and Permitting of Proposed Force Main Extension

The Consultant shall complete the following as part of Task 4:

- A. Prepare an agenda and attend a kick-off meeting with the City to start design and evaluate alternatives for alignment of force main. Existing utility information provided by the utility companies will be used in conjunction with the survey information as a basis for the design of the force main alignment and lift station.
- B. Prepare a 60% design submittal for City for review.
- C. The 60% construction drawings and specifications will consist of the following components:
 - 1) Standard Cover Sheet.
 - 2) Overall Project Key Sheet.
 - 3) Horizontal and Control Sheets.
 - 4) Plan and Profile Sheets (1=20' horizontal) and (1=2' vertical). SUE Points and Geotechnical Boring Locations will be down in the plans.
 - 5) Cross Sections for intersections and crossings if required by governing authority.
 - 6) Typical details and additional items that may be needed.
 - 7) Connection detail for force main at the intersection of Gulf Winds and Gulf Blvd for flow routing into the gravity sewer in case of an emergency.
 - 8) Connection detail for force main discharge at Pump Station No. 1.
 - 9) Connection detail for force main manifold.
- D. Prepare a preliminary Opinion of Probable Cost (OPC) based on the 60% design plans.
- E. Deliver 60% plans to City staff for review and comment. After the review period, meet with the City to review and discuss comments.
- F. Following the 60% review meeting, incorporate comments made on the 60% design submittal, and incorporate comments into a 90% design submittal.
- G. Prepare and submit the FDOT Utility Permit application required for the modifications included for the project. No application fees are anticipated as part of this task, but it will be responsibility of the owner if imposed. Respond to up to two requests for additional information (RAIs) and clarification.
- H. Prepare and submit the Florida Department of Environmental Protection (FDEP) individual collections system permit, Form 62-604.300(8)a, including the necessary supporting documentation.
 - 1) The City will be responsible for the payment of application fee.

- 2) Respond to up to two requests for additional information (RAIs) and clarification.
- I. Conduct a 90% review meeting with the City staff to review the 90% design submittal. If comments arise from the meeting, Kimley-Horn will make the modifications for the 100% design submittal set of documents.
- J. Kimley-Horn will make a maximum of 3 sets of revisions during the 90% review process.

Task 4 – Design and Permitting of Proposed Lift Station

The Consultant shall complete the following as part of Task 4:

- A. Setup and coordinate a kickoff meeting with the City staff and staff working with the Tradewinds Resort to discuss location of proposed lift station and proposed design parameters.
- B. Prepare a 60% design submittal for City for review.
- C. The 60% construction drawings and specifications will consist of the following components:
 - 1) Standard Cover Sheet.
 - 2) Overall Project Key Sheet.
 - 3) Horizontal and Control Sheets.
 - 4) Plan and Profile Sheets (1=20' horizontal) and (1=2' vertical) SUE Points and Geotechnical Boring Locations will be down in the plans.
 - 5) Cross Sections for intersections and crossings if required by governing authority.
 - 6) Typical details and additional items that may be needed.
 - 7) Mechanical and Structural Sheets regarding the construction of the new lift station.
 - 8) Connection detail for force main manifold.
 - 9) Electrical Sheets and details will be prepared by subconsultant. See **Appendix E** for Scope of Services.
- D. Prepare a preliminary Opinion of Probable Cost (OPC) based on the 60% design plans.
- E. Deliver 60% plans to City staff for review and comment. After the review period, meet with the City to review and discuss comments.
- F. Following the 60% review meeting, incorporate comments made on the 60% design submittal, and incorporate comments into a 100% design submittal.
- G. Prepare and submit the FDOT Utility Permit application required for the modifications included for the project. No application fees are anticipated as part of this task, but it will be responsibility of the owner if imposed.
 - 1) Respond to up to two requests for additional information (RAIs) and clarification.
- H. Prepare and submit the Florida Department of Environmental Protection (FDEP) individual collections system permit, Form 62-604.300(8)a, including the necessary supporting documentation.
 - 1) The City will be responsible for the payment of the application fee.
 - 2) Respond to up to two requests for additional information (RAIs) and clarification.

PROJECT DELIVERABLES

- A. Drawings shall be prepared on a 22-inch by 34-inch border using Consultant's standard drawing format. All drafting will be completed using Consultant's drafting standards.
- B. Consultant shall develop the technical specifications for this project using City's standard specifications in CSI format. General conditions of the contract (including the pay item description) will be prepared using the Client's standard documents and revised as necessary to accommodate this project.
- C. The deliverables to be provided for this project include:
 - 1) Design meeting minutes – electronically submitted,
 - 2) Monthly progress reports – electronically submitted,
 - 3) Three hard copies of the 60 percent design submittal (11-inch by 17-inch half-size drawings and technical specifications) and digital files submitted electronically.
 - 4) Three hard copies of the 90 percent design submittal (11-inch by 17-inch half-size drawings and technical specifications) and digital files submitted electronically.
 - 5) Three hard copies of the 100 percent design submittal (11-inch by 17-inch half-size drawings and technical specifications) and digital files submitted electronically.
 - 6) One copy of the FDOT Utility permit application and to be submitted electronically for each project.

Two hard copies of record drawings (24-inch by 36-inch bond), technical specifications (signed and sealed), and digital pdfs submitted electronically of the record drawings and technical specifications.

ADDITIONAL SERVICES

Any services not specifically provided for in the above Scope of Services, as well as any changes in the Scope of Services requested, will be considered additional services. These services will be performed at the hourly rates agreed upon prior to their performance.

1. Model Services and Services During Construction will be issued in a separate proposal.

INFORMATION PROVIDED BY CLIENT

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client.

FEE AND BILLING

Kimley-Horn will perform the services in Task 1-4 for the total lump sum fee described below. See attached **Appendix F** for hourly breakdown.

Task	Lump Sum Fee
Task 1 – Survey and Subsurface Utility Exploration (Sue)	\$121,980.00
Task 2 – Geotechnical Services	\$18,300.00
Task 3 – Design and Permitting of Proposed Force Main Extension	\$153,373.00
Task 4 – Design and Permitting of Proposed Lift Station	\$87,527.00
Total Lump Sum Fee:	\$381,180.00

All permitting, application, and similar project fees will be paid directly by the Client.

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

CLOSURE

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the terms and conditions in the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, the term "the Consultant" shall refer to Kimley-Horn and Associates, Inc., and the term "the Client" shall refer to **City of St. Pete Beach, Florida**.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please provide the following information:

____ Please email all invoices to _____

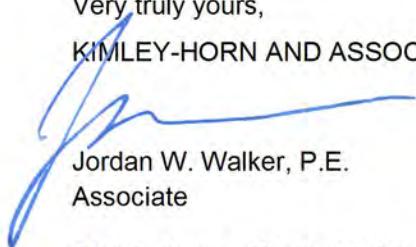
____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please have authorized persons execute both copies of this Agreement in the spaces provided below, retain one copy, and return the other to us. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

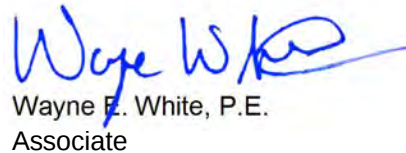
We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Jordan W. Walker, P.E.
Associate



Wayne E. White, P.E.
Associate

Attachments – Standard Provisions; Appendices

Agreed to this _____ day of _____, 2018

City of St. Pete Beach, Florida – A Municipality

By: _____

(Print or Type Name)

Date: _____

(Email Address)

Attest: _____

(Print or Type Name)

KIMLEY-HORN AND ASSOCIATES, INC.

STANDARD PROVISIONS

(1) **Consultant's Scope of Services and Additional Services.** The Consultant will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

(2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:

- (a) Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- (b) Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
- (c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
- (d) Arrange for access to the site and other property as required for the Consultant to provide its services.
- (e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
- (f) Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
- (g) Obtain any independent accounting, legal, insurance, cost estimating and feasibility services required by Client.
- (h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services or any defect or noncompliance in any aspect of the project.

(3) **Period of Services.** Unless otherwise stated herein, the Consultant will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such delay or suspension extends for more than six months, Consultant's compensation shall be renegotiated.

(4) **Method of Payment.** Client shall pay Consultant as follows:

- (a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
- (b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
- (c) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due within 25 days of receipt.
- (d) If the Consultant initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
- (e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

(5) **Use of Documents.** All documents and data prepared by the Consultant are related exclusively to the services described in this Agreement, and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client,

and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.

(6) **Opinions of Cost.** Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

(7) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

(8) **Standard of Care.** The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

(9) **LIMITATION OF LIABILITY.** In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by the Consultant under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section 9 is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section 9 shall require the Client to indemnify the Consultant.

(10) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

(11) **Construction Costs.** Under no circumstances shall the Consultant be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully-approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

(12) **Certifications.** The Consultant shall not be required to execute certifications or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

(13) **Dispute Resolution.** All claims by the Client arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation.

(14) **Hazardous Substances and Conditions.** Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant will notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

(15) **Construction Phase Services.**

(a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

(b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

(c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

(16) No Third-Party Beneficiaries; Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

(17) Confidentiality. The Client consents to the use and dissemination by the Consultant of photographs of the project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

(18) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Florida. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

(19) PURSUANT TO FS 558.0035, EMPLOYEES OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE UNDER THIS AGREEMENT.

Appendix A

FORCE MAIN 2 EXTENSION MAP

Legend

- | | | | |
|---|-----------------|------|----------------|
| ● | Manholes | — | Storm Pipes |
| ⬚ | Lift Station | ⬚ | Catchbasin |
| — | Sanitary Sewer | ■ | Drop Inlets |
| — | Sidewalks | --- | Force Main |
| — | Potable Water | ---- | FM 2 Extension |
| — | Reclaimed Water | ---- | |
| ⬚ | Parcels | | |

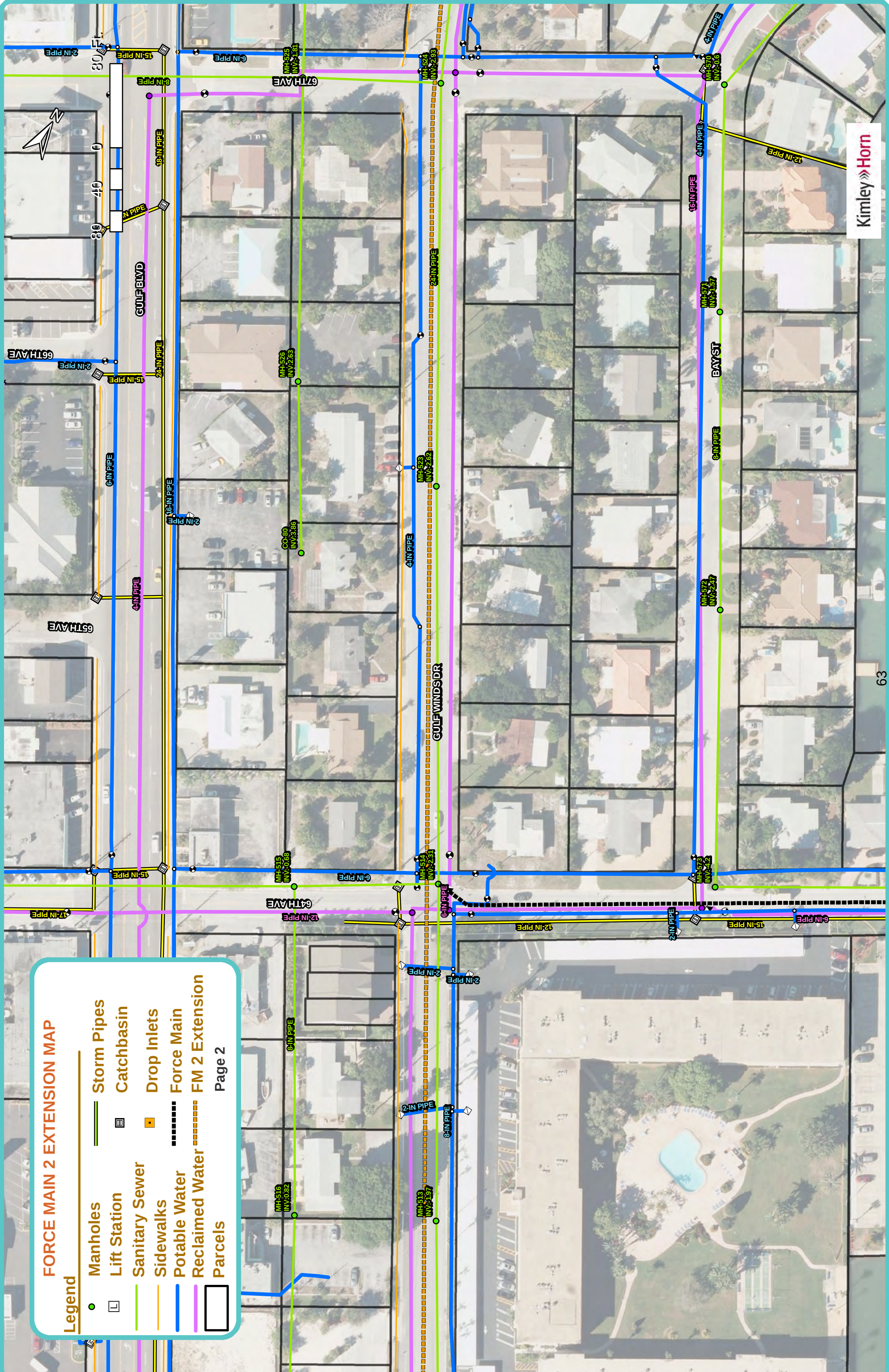
Page 1

FORCE MAIN 2 EXTENSION MAP

Legend

- | | | | |
|---|-----------------|---|----------------|
| ● | Manholes | — | Storm Pipes |
| ⬚ | Lift Station | ⬚ | Catchbasin |
| — | Sanitary Sewer | ■ | Drop Inlets |
| — | Sidewalks | — | Force Main |
| — | Potable Water | — | FM 2 Extension |
| — | Reclaimed Water | — | |
| ⬚ | Parcels | | |

Page 2



FORCE MAIN 2 EXTENSION MAP

Legend

- | | | | |
|---|-----------------|---|----------------|
| ● | Manholes | — | Storm Pipes |
| ⬚ | Lift Station | ⬚ | Catchbasin |
| — | Sanitary Sewer | ■ | Drop Inlets |
| — | Sidewalks | — | Force Main |
| — | Potable Water | — | FM 2 Extension |
| — | Reclaimed Water | — | |
| ⬚ | Parcels | | |

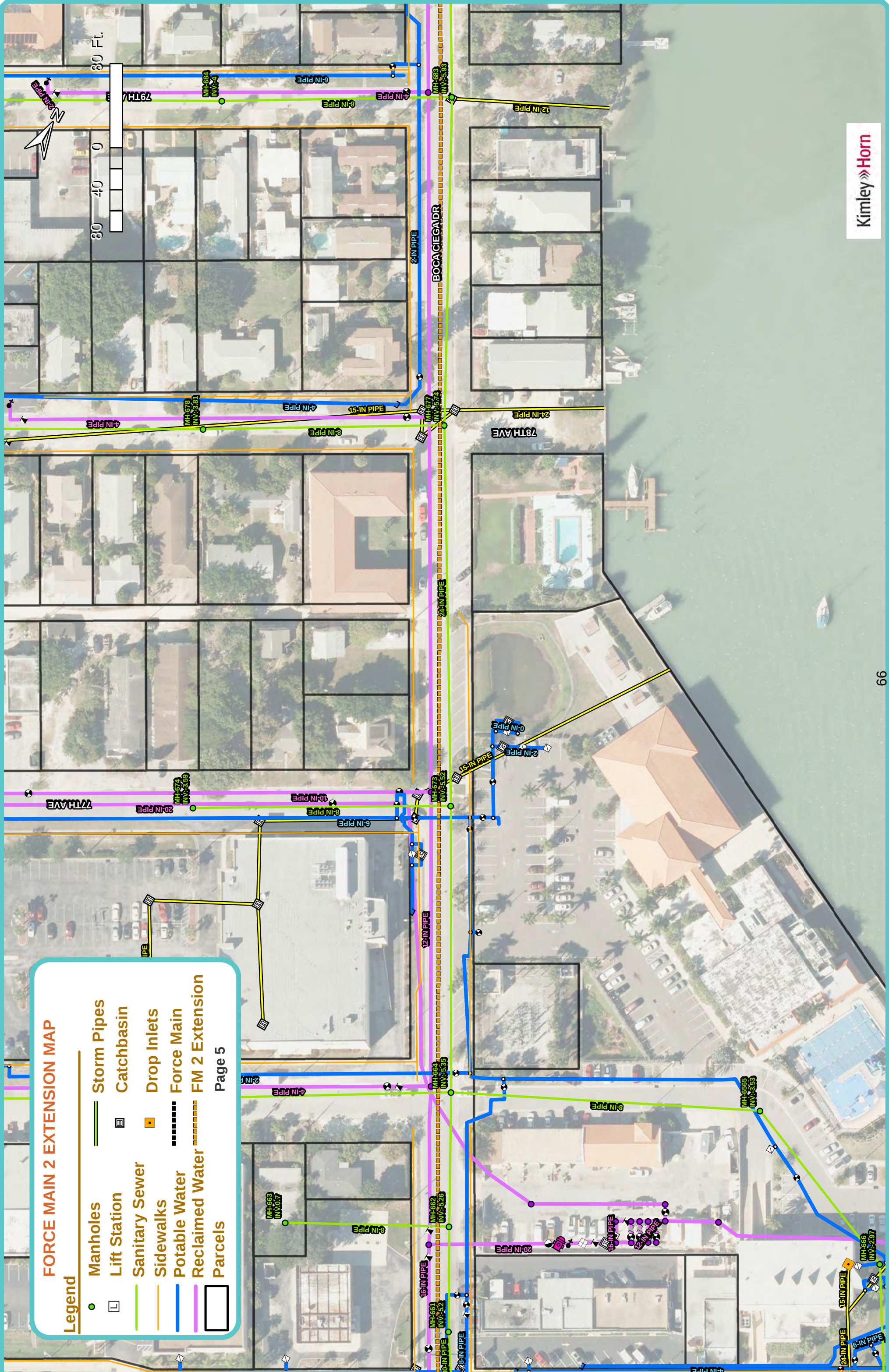
Page 3

FORCE MAIN 2 EXTENSION MAP

Legend

- | | |
|-----------------|----------------|
| Manholes | Storm Pipes |
| Lift Station | Catchbasin |
| Sanitary Sewer | Drop Inlets |
| Sidewalks | Force Main |
| Potable Water | FM 2 Extension |
| Reclaimed Water | |
| Parcels | |

Page 5



FORCE MAIN 2 EXTENSION MAP

Legend

- | | | | |
|---|-----------------|---|----------------|
| ● | Manholes | — | Storm Pipes |
| ⌈ | Lift Station | ⌈ | Catchbasin |
| — | Sanitary Sewer | ■ | Drop Inlets |
| — | Sidewalks | — | Force Main |
| — | Potable Water | — | FM 2 Extension |
| — | Reclaimed Water | — | |
| □ | Parcels | | |

Page 6

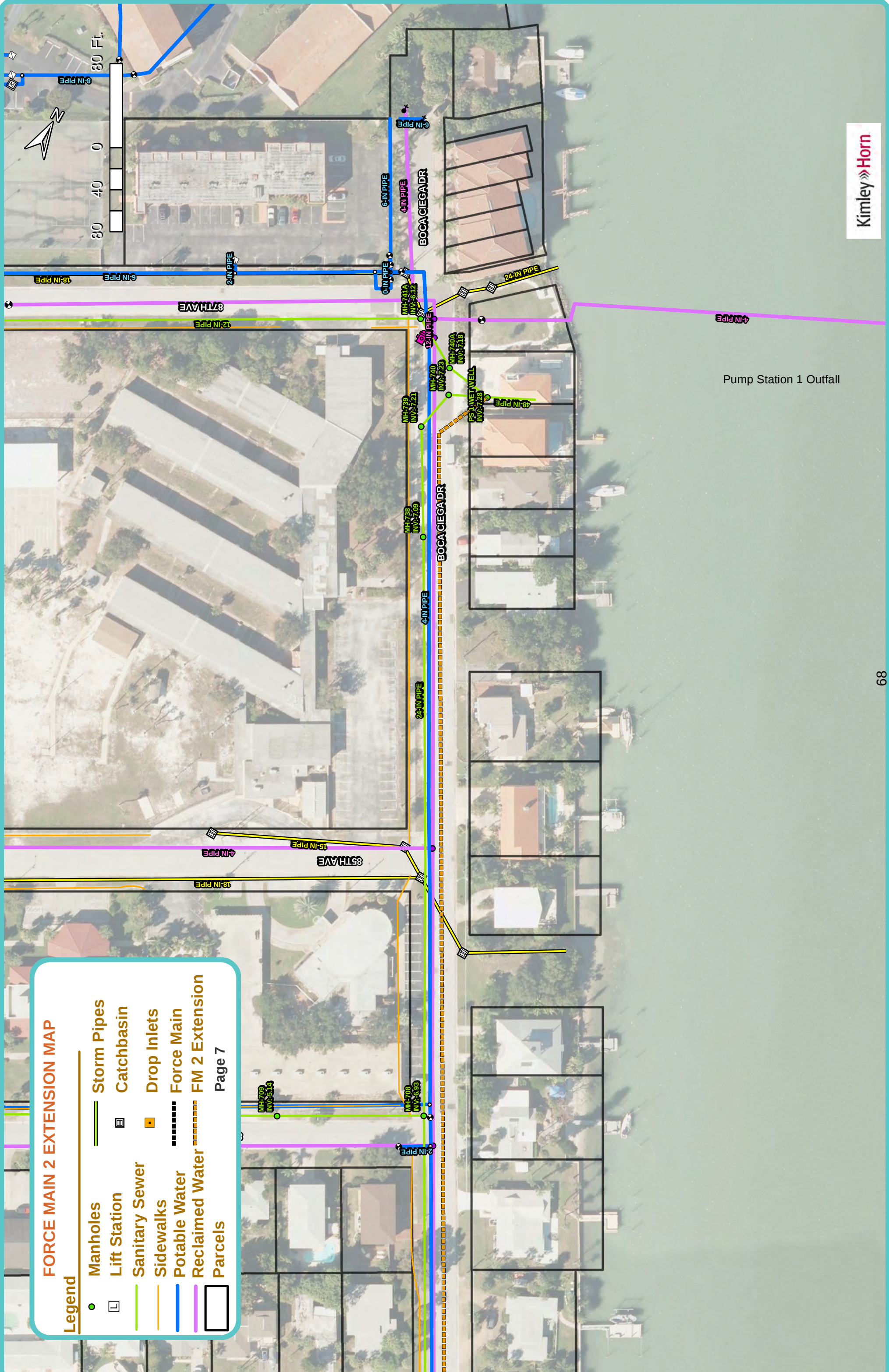


FORCE MAIN 2 EXTENSION MAP

Legend

- | | | | |
|---|-----------------|---|----------------|
| ● | Manholes | — | Storm Pipes |
| ⌈ | Lift Station | ▣ | Catchbasin |
| — | Sanitary Sewer | ■ | Drop Inlets |
| — | Sidewalks | — | Force Main |
| — | Potable Water | — | FM 2 Extension |
| — | Reclaimed Water | — | |
| ▭ | Parcels | | |

Page 7



Appendix B

Hotel District Lift Station 1 Improvements

Legend

- Manhole
- ⬜ Lift Station
- Gravity Sewer
- Existing Force Main
- Prop. Gravity Main
- Prop. Force Main
- Prop. Manhole
- Grouted and Abandoned



PROPOSED LIFT
STATION

PROPOSED 8-INCH
GRAVITY MAIN

OPEN AREA WHERE THE LIFT
STATION AND EASEMENT
COULD BE LOCATED

PROPOSED 15' X 25'
EASEMENT FOR THE
PROPOSED LIFT STATION

HD P-LS 1

MH-502

MH-501

MH-504

MH-466

MH-463

59TH AVE

58TH AVE

GULF BLVD

PROPOSED 8-INCH
HDPE FORCEMAIN

CONNECTION
POINT TO EXISTING
FORCEMAIN

PROPOSED
FORCEMAIN 2
EXTENSION

Appendix C

George F. Young, Inc.

**CLIENT AND CONSULTANT
PROFESSIONAL SERVICES AGREEMENT**

This agreement is made and entered into this 15th day of March 2018,
the effective date, for the terms and conditions listed below and on the following pages of this agreement by and between:

CONSULTANT:

George F. Young, Inc.

Address:

299 Dr. Martin Luther King Jr. St. N
St. Petersburg, FL 33701-3126

Telephone: 727-822-4317

Fax: 727-551-9395

CLIENT:

Kimley Horn

Address:

655 North Franklin Street., Suite 150
Tampa, FL 33602

Telephone: 251-263-8340

Email: _____

Project Name: St. Pete Beach FM 2 Extension - GFY Proposal # 18P03100SU Revised Less Base Line Field Staking & Limited Topographic Survey

Name and Address of Record Owner of Property (if other than Client):
n/a

The property upon which the services hereinafter described are to be performed is located at:
See "Basic Scope of Services" under "Exhibit A".

Client intends to Design for new force main thru the St. Pete Beach. See "Exhibit A".

ACCEPTANCE

By execution of this agreement Client accepts the terms hereof, acknowledges receipt of a copy hereof, including all exhibits, and authorizes Consultant to proceed with the work. In the event Client is not the owner of the property, Client represents that Client has informed the owner of the work and obtained permission from said owner for Consultant to proceed.

IN WITNESS THEREOF, the parties hereby execute this agreement upon the terms and conditions stated hereon and on the date first above written.

Accepted by: _____
Authorized Signature - Client, as owner
or authorized agent for the owner

Date: _____

Accepted by: _____
Authorized Signature - George F. Young, Inc.

Date: _____

George F. Young, Inc.

EXHIBIT A BASIC SCOPE OF SERVICES

- Project site is along Gulf Winds Dr. and Boca Ciega Dr. commencing at a gravity manhole on Gulf Blvd. at 59th Ave and ending at Boca Ciega Dr. and 87th Ave. And at a proposed lift station on the west side of Gulf Blvd. at 58th Ave. on St. Pete Beach, FL. as depicted on Client provided aerials.
- George F. Young, Inc. (GFY) to provide Topographic Survey, Control Survey and Subsurface Utility Engineering Services at the above referenced sites in an effort to locate specific underground utility lines that may conflict with a proposed force main.

Survey Services

- Topographic survey from back of curb to back of curb every 50' with high points and low points including above ground features such as curb, center line, asphalt crown, sanitary sewer and storm sewer. Back of curb will be located to the returns of intersecting roads, from the northeasterly side of Gulf Boulevard and 59th Ave north along Gulf Boulevard to Gulf Winds Dr. North along Gulf Winds Dr. to 71st Ave. East on 71st Ave to Boca Ciega Dr., north on Boca Ciega Dr. to the south side of 87th Ave. (1.52 miles+/-). Topographic location within the right of way will only include utility poles and overhead utility lines identified and located horizontally (not vertically). Topographic survey will include the proposed lift station site on the west side of Gulf Boulevard just south of 59th Avenue.
- Locate and identify the apparent road right-of-way along Gulf Winds Dr. and Boca Ciega Dr. based on recorded plats, last deed of record, found monumentation together with the FDOT right-of-way maps.
- Set onsite vertical benchmarks at minimum of every 1,100 feet along the length of the project.
- Expected vertical accuracies of hard shots on pavement will be 0.05 feet and ground shots will be 0.10 feet.
- Elevations shall be collected in sufficient density to create an accurate digital terrain model.
- Shrubs and bushes will be excluded.

Datum

Use existing control to be:

- a) Vertical Control for project limits (NAVD1988)
- b) Horizontal Control for project limits NAD83 (2011).

Deliverables

- Elevations shall be collected in sufficient density to create an accurate digital terrain model.
- Deliverables will include AutoCAD Civil 3D. An electronically signed and sealed survey.
- Depict in cad file, apparent road right-of-way based on recorded plats, last deed of record, found monumentation together with the FDOT right-of-way maps. Any right of way cad files provided by the client will be relied upon and utilized as-is by George F. Young, Inc.

Surface Utility Designation and Subsurface Utility Location (VVH - verified vertical and horizontal) Services

- GFY to provide traffic control within the work areas while designating and locating the subsurface utilities. Traffic control is to be maintained in accordance with applicable standards. Provide safety devices, signs and/or other safety equipment as appropriate.
- Quality Level “B” Designation. Utilizing electromagnetic designating equipment and Ground Penetrating Radar (GPR), designate and mark the horizontal location of found utility lines from ROW to ROW starting at 85 Ave. and Gulf Blvd. and along Gulf Winds Dr. continuing to Boca Ciega Dr. to the pump station at 87th Ave. as depicted on Client provided aerial view.
- Quality Level “A” Location. Client to provide a marked up plan set depicting up to 30 conflict locations within the project site. Each conflict location to depict a single underground utility line that may conflict with the proposed force main prior to mobilization of GFY crews.
- GFY to provide a maximum of 30 test holes (Soft Digs) (VVH – verified vertical and horizontal) on found utilities along the proposed FM route. Additional test holes (Soft Digs) can be added as additional services.
- GFY to provide Maintenance of Traffic for each day utilities are being excavated.
- For each test hole, neatly cut and remove existing pavement or other surface material (not to exceed 225 square inches per cut). Excavate the material through the cut down to the utility in a way that prevents damage to wrappings, coatings or other protective coverings of the utilities (i.e. vacuum/pressure excavations, hand digging, etc.). Backfill and compact with select material around the utility. Provide a restoration of the surface pavement, within the limits of the cut, at the time of the backfill.
- GFY to survey collect found utility information and to provide a 2-dimensional electronic file, in plan view only, together with a Surveyor’s Report containing VVH test hole information.

Utilization of the above equipment and methods is the industry recognized procedure for finding and locating underground utilities and features. Although effective and reliable, there is the possibility that all utilities may not be detected due to environmental conditions, soil conditions, water table, excessive depth, and/or feature makeup.

EXCLUSIONS

The following items are specifically excluded from the above Basic Scope of Services:

1. Any work associated with location of potable or reclaimed water service lines, gravity sanitary sewer laterals, storm sewers or underdrains.
2. Any work associated with survey other than that provided herein.
3. Any work associated with the vertical location of over head utility lines.
4. A title search will not be obtained for this project.
5. Any work associated with location of shrubs and bushes.
6. Any work associated with staking base line in the field.
7. Any work associated with topographic or surface features outside of the roadway other than utility poles and attached overhead lines.

COMPENSATION SCHEDULE

Client shall pay Consultant for Basic Services set forth in Exhibit A in accordance with item A & C below:

A: LUMP SUM FEE

1. A Lump Sum Fee of
Survey Services: **\$72,480.00 (Seventy Two Thousand Four Hundred Eighty Dollars and Zero Cents)**
SUE services: **\$49,500.00 (Forty Nine Thousand Five Hundred Dollars and Zero Cents)**

Total Fee: \$121,980.00 (One Hundred Twenty One Thousand Nine Hundred Eighty Dollars and Zero Cents)

Based upon the following assumed distribution of compensation:

2. Consultant may alter the distribution of compensation within the individual phases noted herein to be consistent with services actually rendered but shall not exceed the total Lump Sum Fee for each Task for the Basic Services unless approved by the Client.
3. The portion of the Lump Sum Fee amount billed for Consultant's services will be based upon Consultant's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum Fee.

B: HOURLY

1. On an hourly basis at our prevailing standard hourly rates. (Current rate schedule attached.)

C: RETAINER:

1. The Client shall make an initial payment of \$ 0.00 (retainer) upon execution of this Agreement. Upon receipt of this retainer payment, the Consultant shall commence services as provided for under this Agreement. This retainer shall be held by the Consultant and applied against the final invoice. In the event the amount of the final invoice exceeds the final invoice, the Consultant shall refund the balance with the final invoice. If the final invoice exceeds the retainer the Client shall promptly remit the amount due.

SUE TASK & HOURLY FEE BREAKDOWN

GFY Proposal #18P03100SU

Project Name: St. Pete Beach FM 2 Extension

TASK RELATED FEE: DESIGNATION & LOCATION

	DAYS	RATE	COST
Location Vac Truck & Crew	10	1,850.00	\$18,500.00
Designation Truck & Crew (3 man - to include GPR for this project)	8	1,675.00	\$13,400.00
Ground Penetrating Radar & Operator	0	1,475.00	\$0.00
Mobilization / Demobilization	0	300.00	\$0.00

TASK RELATED FEE: FIELD SURVEYING

	HOURS	RATE	COST
Three (3) Person Survey Team (Includes vehicle and Conventional Equipment)	40	165.00	\$6,600.00
Four (4) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	\$0.00

TASK RELATED FEE: HOURLY

	MAN-HOURS	RATE	COST
PRINCIPAL	0	175.00	\$0.00
SUE PROJECT MANAGER III	32	145.00	\$4,640.00
SURVEYOR III	6	140.00	\$840.00
SURVEYOR II	0	120.00	\$0.00
TECHNICIAN III	24	80.00	\$1,920.00
ADMINISTRATIVE/CLERICAL	0	60.00	\$0.00

EXPENSES

MAINTENANCE OF TRAFFIC (Minor)	8	450.00	\$3,600.00
MILEAGE	0	0.00	\$0.00
ROW USE and TTC PERMITS	0	350.00	\$0.00
TOTAL			\$49,500.00

SURVEY TASK & HOURLY FEE BREAKDOWN			
GFY Proposal #18P03100SU			
Project Name: St. Pete Beach FM 2 Extension			
TASK RELATED FEE: DESIGNATION & LOCATION			
	DAYS	RATE	COST
Location Vac Truck & Crew	0	1,850.00	\$0.00
Designation Truck & Crew (3 man - to include GPR for this project)	0	1,675.00	\$0.00
Ground Penetrating Radar & Operator	0	1,475.00	\$0.00
Mobilization / Demobilization	0	300.00	\$0.00
TASK RELATED FEE: FIELD SURVEYING			
	DAYS	RATE	COST
Three (3) Person Survey Team (Includes vehicle and Conventional Equipment)	36	1,320.00	\$47,520.00
Four (4) Person Survey Team (Includes vehicle and Conventional Equipment)	0	0.00	\$0.00
TASK RELATED FEE: HOURLY			
	MAN-HOURS	RATE	COST
PRINCIPAL	0	175.00	\$0.00
SUE PROJECT MANAGER III	0	145.00	\$0.00
SURVEYOR III	48	140.00	\$6,720.00
SURVEYOR II	72	120.00	\$8,640.00
TECHNICIAN III	120	80.00	\$9,600.00
ADMINISTRATIVE/CLERICAL	0	60.00	\$0.00
EXPENSES			
MAINTENANCE OF TRAFFIC (Minor)	0	450.00	\$0.00
MILEAGE	0	0.00	\$0.00
ROW USE and TTC PERMITS	0	350.00	\$0.00
TOTAL			\$72,480.00

Project Activity 27: Survey

Estimator: **Michael Curley, PSM**
2/8/2018

Gulf Winds Dr. and Boca Ciega Dr.
COSP

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments; Project Activity 27a: Survey (Non-SUE)
27.1	Horizontal Project Control (HPC)									
	2-Lane Roadway	Mile	1.52	2.00	3.04	2.00	6.08	1.00	3.04	Recover / establish and densify existing Horizontal Primary Control (HPC) NAD 83/2011
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.2	Vertical PC / Bench Line									
	2-Lane Roadway	Mile	1.52	2.00	3.04	2.00	6.08	1.00	3.04	Recover / establish and densify existing Vertical Project Control (VPC) NAVD 1988
	Multi-lane Roadway	Mile			0.00		0.00		0.00	
	Interstate	Mile			0.00		0.00		0.00	
27.3	Alignment and Existing R/W Lines									
		Mile	1.52	3.29	5.00	0.00	0.00	5.00	25.00	Create an Survey line alignment based on approximate center line of Gulfwinds Drive in cadd only. Will not be field staked. Locate limited ROW for apparent ROW lines
27.4	Aerial Targets			Units/Day						
	2-Lane Roadway	EA	100.00	15.00	6.67	1.50	10.00	2.00	13.33	Control points for static lidar
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	Interstate	EA			0.00		0.00		0.00	
27.5	Reference Points	"A"		Units/Day						
	2-Lane Roadway	EA	0.00	0.00	0.00	1.50	0.00	2.50	0.00	
	Multi-lane Roadway	EA			0.00		0.00		0.00	
	CTL Sheets	EA	0.00		0.00	3.00	0.00	1.00	0.00	
	Reference Points	"B"		Units/Day						
	Non Alignment Points/Approximate	EA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.6	Topography/DTM (3D)									
		Mile	1.52	7.89	12.00	1.00	12.00	8.00	96.00	Back of curb (BOC) to BOC and returns of side roads
27.7	Planimetric (2D)									
		Mile			0.00		0.00		0.00	
27.8	Roadway Cross-Sections/Profiles									
		Mile	1.52	1.25	1.90	1.00	1.90	2.25	4.28	Field check cross sections at 1000 +/- foot intervals (approximately 11) to verify DTM
27.9	Side Street Surveys									N/A

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments: Project Activity 27a: Survey (Non-SUE)
27.10	Underground Utilities									
	Designates	Mile/Site			0.00		0.00		0.00	
	Locates	Point			0.00		0.00		0.00	
	Survey		0%	0.00	0.00		0.00		0.00	
27.11	Outfall Survey									
		Mile			0.00		0.00		0.00	N/A
27.12	Drainage Survey			Units/Day						
		EA			0.00		0.00		0.00	Included in 27.6
27.13	Bridge Survey									
	Minor / Major	EA			0.00		0.00		0.00	N/A
27.14	Channel Survey									
		EA			0.00		0.00		0.00	N/A
27.15	Pond Site Survey									
		EA			0.00		0.00		0.00	N/A
27.16	Mitigation Survey									
		Mile			0.00		0.00		0.00	N/A
27.17	Jurisdiction Line Survey									
		Mile			0.00		0.00		0.00	N/A
27.18	Geotechnical Support			Units/Day						
		EA			0.00		0.00		0.00	N/A
27.19	Sectional / Grant Survey									
		Corner	0	0.00	0.00	0.00	0.00	0.00	0.00	
		Mile			0.00		0.00		0.00	
27.20	Subdivision Location									
		Block			0.00		0.00		0.00	N/A
27.21	Maintained R/W									
		Mile	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
27.22	Boundary Survey									
		EA			0.00		0.00		0.00	N/A
27.23	Water Boundary Survey									
		EA			0.00		0.00		0.00	N/A
27.24	R/W Staking / R/W Line									
		EA			0.00		0.00		0.00	N/A
		Mile			0.00		0.00		0.00	

LEAVE THIS LINE ITEM BLANK ON THIS TAB. Place data on "27. SUE Survey" tab

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments: Project Activity 27a: Survey (Non-SUE)
27.25	R/W Monumentation									
										N/A
27.26	Line Cutting	Point			0.00		0.00		0.00	
		Mile			0.00					N/A
27.27	Work Zone Safety									
			32	12.50%	4.00					Work zone safety - 1 hour per day
27.28	Miscellaneous Surveys				0.00		0.00		0.00	N/A
Survey Subtotal										
27.29	Supplemental Surveys									
				36	0		0		0	THE % FOR SUPPLEMENTAL WILL BE DETERMINED AT NEGOTIATIONS. THIS ITEM CAN ONLY BE USED IF AUTHORIZED IN WRITING BY THE DISTRICT SURVEYOR
27.30	Document Research	Units	20.00						20	
27.31	Field Reviews	Units	12.00						12	
27.32	Technical Meetings	LS								
			6.00						6	
27.33	Quality Assurance / Quality Control	LS								
								5%	7	
27.34	Supervision	LS								
								5%	11	
27.35	Coordination	LS								
								3%	4	
27. Survey Total										
				36			36		205	

Representing	Print Name	Signature / Date

SPLS =
PLS =

Office Support =

Total Hours = 241

**CHECK YES/NO TOGGLES AT RIGHT
FILL IN ACTIVITY 3, ROW 47, COLUMN E.**

Kickoff Meeting	EA	1	2	2
Baseline Approval Review	EA	0	2	0
Network Control Review	EA	0	0	0
Vertical Control Review	EA	0	0	0
Local Governments (cities, counties)	EA	2	2	4

Project Activity 27: Survey

Task No.	Task	Units	No of Units	Field Crew Days/Unit	Crew Days	Field Support Hours / Crew Days	Field Support Hours	Office Support Hours / Crew Days	Office Support Hours	Comments: Project Activity 27a: Survey (Non-SUE)
	Final Submittal Review	EA	0	0	0					
	Other Meetings	EA	0	0	0					
	Subtotal Technical Meetings				6					
	Progress Meetings	EA	0	0	0					
	Phase Review Meetings	EA	0	0	0					
	Total Meetings				6					

Carries to 27.32

Note: Project Manager attendance at progress, phase and field review meetings are manually entered on General Task 3

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:

COSPB

Project Name: Gulf Winds Dr. and Boca Ciega Dr.

FAP Number:

0

Date: 3/15/2018

Name of Consultant: Enter Prime or Sub Name

WORK ACTIVITY	Hours from "Summary" sheet	EMPLOYEE CLASSIFICATION																TOTAL STAFF HOURS		ON CADD	
																		RANGE			
		Firm	Total	0	Hours	0	Hours	0	Hours	0	Hours	0	Hours	0	Hours	0	Hours		0		Hours
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5a. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
5b. Roadway Plans - Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
9. Structures - Misc. Tasks, Dvgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
27a. Survey (Field & Office Support)	241	0	0	0	0	0	0	0	0	0	0	0	0	0	48	72	120	240	264	264	
27b. Survey (SUE Survey)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTALS	241	0	0	0	0	0	0	0	0	0	0	0	0	0	48	72	120	240	264	264	
Field Survey Estimate:																		FIRM TOTAL			
36 4-man person days																		240		264	

Notes:

1. This worksheet provides the distribution of firm's total staff hours for a project.
2. Percentages for staff hour distribution by classification are entered below in rows 62 to 94 of this sheet.
3. Total Staff Hours (column P) may not match staff hours from Summary worksheet (column C) due to rounding. Staff hours calculated for employee classifications are to be adjusted so totals in columns C and P match.
4. Formulas under "Total Staff Hours Range" (columns P & Q) may be adjusted to provide desired range.

ESTIMATE OF WORK EFFORT FOR TECHNICAL PROPOSALS - FIRM TOTAL

Financial Project Number:

COSPB

Project Name Gulf Winds Dr. and Boca Ciega Dr.

FAP Number:

0

Date: 3/15/2018

Name of Consultant: Enter Prime or Sub Name

Staff Hour Distribution Percentages - Firm Total														
	Hours from "Summary" sheet Firm Total	0	0	0	0	0	0	0	0	0	0	0	0	Total
3. Project General and Project Common Tasks	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
4. Roadway Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5a. Roadway Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
5b. Roadway Plans - Drainage	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
6. Drainage Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
7. Utilities	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
8. Environmental Permits, Compliance & Clearances	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
10. Structures - Bridge Development Report	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
11. Structures - Temporary Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
12. Structures - Short Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
13. Structures - Medium Span Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
14. Structures - Structural Steel Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
15. Structures - Segmental Concrete Bridge	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
16. Structures - Movable Span	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
17. Structures - Retaining Walls	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
18. Structures - Miscellaneous	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
19. Signing & Pavement Marking Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
20. Signing & Pavement Marking Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
21. Signalization Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
22. Signalization Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
23. Lighting Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
24. Lighting Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
25. Landscape Architecture Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
26. Landscape Architecture Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
27a. Survey (Field & Office Support)	241	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	30.0%	50.0%	100.00%
27b. Survey (SUE Survey)	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
28. Photogrammetry	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
29. Mapping	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
30. Terrestrial Mobile LIDAR	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
31. Architecture Development	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
32. Noise Barriers Impact Design Assessment	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
33. Intelligent Transportation Systems Analysis	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
34. Intelligent Transportation Systems Plans	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%
35. Geotechnical	0	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.00%

ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Gulf Winds Dr. and Boca Ciega Dr.
 County: Pinellas
 FPN: COSPB
 FAP No.: 1/01/1900

Consultant Name: Enter Sub Name
 Consultant No.: enter consultants proj. number
 Date: 3/15/2018
 Estimator: insert name

Staff Classification	Total Staff Hours From "SH Summary Firm"	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Senior Surveyor	Surveyor and Mapper	Survey Technician	SH By Activity	Salary Cost By Activity	Average Rate Per Task
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5a. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5b. Roadway Plans - Drainage	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg's, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27a. Survey (Field & Office Support)	241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	72	120	240	\$24,960.00	\$104.00
27b. Survey (SUE Survey)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	241	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	48	72	120	240	\$24,960.00	\$104.00
Total Staff Cost		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$6,720.00	\$8,640.00	\$9,600.00		\$24,960.00	\$104.00

Check = \$24,960.00

SALARY RELATED COSTS:

OVERHEAD: 0%

OPERATING MARGIN: 0%

FCM (Facilities Capital Cost Money): 0.00%

EXPENSES: 0.00%

SUBTOTAL ESTIMATED FEE:

Survey (Field) 36 3-person crew / \$ 1,320.00 / day

Geotechnical Field and Lab Testing

SUBTOTAL ESTIMATED FEE:

Optional Services

GRAND TOTAL ESTIMATED FEE:

\$72,480.00

Notes:

1. This sheet to be used by Subconsultant to calculate its fee.

Appendix D



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

February 15, 2018
File No. 18-7046

TO: Kimley-Horn & Associates, Inc.
11 North Water Street, Suite 10290
Mobile, AL 36602

Attention: Jordan Walker, P.E.
Email: (jordan.walker@kimley-horn.com)

SUBJECT: Proposal for Geotechnical Exploration Services
Force Main 2 Extension, St. Pete Beach, Pinellas County, Florida

Dear Mr. Walker:

As requested, our firm is pleased to submit the following proposal for geotechnical exploration services. This proposal will present the proposed scope of work and associated fees.

Our scope of work is as summarized in the "Geotechnical Scope" prepared by Kimley-Horn and Associates, sent to us in your email on February 6, 2018. We understand that the project involves the construction of approximately 7,800 lineal feet of 24-inch diameter force main, primarily along Gulf Winds Drive and Boca Siesta Drive, but also a relatively short section along Gulf Boulevard. The proposed method of installation is not known at this time.

As requested, our services would include conducting two (2) Standard Penetration Test (SPT) borings to a depth of 40 feet and ten (10) SPT borings to a depth of 20 feet below the existing ground surface along the proposed pipeline alignment. The SPT borings will be performed to provide geotechnical information to others for their use in the design of the underground utilities and their installation methods.

For the purpose of this proposal, we have assumed that all boring locations will require traffic control and the closure of one traffic lane, although some borings may not require closure of a traffic lane, depending upon the actual boring location. In addition, we have assumed that borings within the right-of-ways for S.R. 693 or S.R. 699 will require obtaining an FDOT "General Use Permit" and that all other borings will not require a permit. If notice to local municipalities is required, Kimley-Horn should provide us with the necessary contact information and/or coordinate with the appropriate authorities.

Our scope of work does not include a pavement exploration and, therefore, cores of the pavement (asphalt and base) are not to be obtained or tested. Upon completion of our borings, the boreholes will be sealed with cement grout and the pavement surface repaired with "cold-patch" asphalt (or with Portland cement concrete, if drilling in sidewalk instead of pavement).

Soil samples obtained during our field explorations will be returned to our laboratory for inspection and classification by a geotechnical engineer. Our firm would also undertake the necessary laboratory tests to define the soil characteristics.

Engineering and technical support services would be required to analyze the obtained data and to prepare a geotechnical report. This report would present the results of our findings and a general assessment of soil conditions, such as depth to muck or cemented/rock-like soils (if encountered) and groundwater table levels. Soil parameters would also be provided for use in design by others. Soil parameters that would be provided are the soil densities (saturated and moist), internal friction angles, cohesion and shear modulus for each SPT boring location. This report would not include installation recommendations or assessment of the constructability of the proposed pipeline, but may include general recommendations relative to excavations for “cut and cover” installation.

Based on our knowledge of the project to-date, the services and fees necessary to accomplish our objectives are as summarized below:

Field Exploration

Mark boring locations and provide utility locate (per Chapter 556, FS)	\$500.00
Obtain FDOT General Use Permit(s), if necessary	\$200.00
Traffic control, 4 to 5 days @ \$1,656.00/day	\$8,280.00
Mobilize SPT drilling crew and equipment to site	\$375.00
Standby and mobilization between boring locations, 12 borings @ \$100.00/boring	\$1,200.00
Two (2) SPT borings to a depth 40 feet @ \$645.00/boring	\$1,290.00
Ten (10) SPT borings to a depth 20 feet @ \$300.00/boring.....	\$3,000.00
Grout boreholes and patch surface, 12 borings @ \$90.00/each	\$1,080.00

Laboratory Investigation Estimate

Laboratory classification tests to define soil characteristics	\$375.00
(individual tests invoiced per the unit fees of our standard fee schedule)	

Engineering Coordination, Analysis and Report Preparations

Senior Project Engineer @ \$139.00/hour	
Project Engineer @ \$121.00/hour	
Technical Draftsman @ \$61.00/hour	
Technical Secretary @ \$61.00/hour	
Subtotal Engineering and Report.....	\$2,000.00

Total Fee (not to exceed)..... \$18,300.00



Based on our knowledge of the soil conditions in the immediate area, we anticipate the total fee for our work would not exceed the above amount. In the event that additional work and fees are necessary due to site or soil conditions, you will be informed of this prior to proceeding with additional work.

This proposal assumes that the boring locations are accessible to our truck-mounted drilling equipment without the need for land clearing. We have assumed that adequate traffic control will consist of warning signs, traffic cones and flagmen as needed for closure of one traffic lane. If greater traffic control measures are needed, you will be notified of any additional costs prior to us proceeding. Boring locations may be adjusted in the field based upon field conditions (underground utility or other obstructions) as necessary. Ardaman & Associates will not be responsible for damage to utilities that were not marked by Sunshine State One-Call.

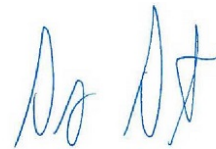
To authorize the proposed services, please have the attached Proposal/Project Acceptance and Agreement form fully completed and signed by the appropriate individual. Failure to provide complete information may result in a delay in scheduling. Return one (1) signed copy to our office and retain a copy for your records.

Very truly yours,

ARDAMAN & ASSOCIATES, INC.
Certificate of Authorization No. 5950



Jerry H. Kuehn, P.E.
Senior Project Engineer
Fl. License No. 35557



Gregory S. Stevens, P.E.
Senior Project Engineer
Fl. License No. 71511

JHK/GSS:ly



Ardaman & Associates, Inc.

Appendix E



**Mr. Jordan Walker, P.E.
Kimley-Horn and Associates, Inc.
655 North Franklin Street
Suite 150
Tampa, Florida 33602**

February 13, 2018

**Re: St. Pete Beach Hotel District Lift Station #1
Electrical Design, Bid Phase Services and Construction Phase Services**

Dear Ms. Hughes:

Tricon Engineering is pleased to submit this Proposal for Electrical engineering services to you.

Please feel free to contact me for any other clarifications or questions you may have in regards to this matter.

Scope of Professional Services

Design Phase

Basic services include providing contract documents for the renovations to the City of St. Pete Beach's Hotel District Lift Station #1.

This work shall include :

- a) Design of a new electrical system for the renovated station based on the City of St. Pete Beach's current standards.
- b) Design for a new control system for the station based on the City of St. Pete Beach's current standards.
- c) Specifications for the electrical and control systems

Bid Phase

Electrical Engineering support shall be provided during the Bid Phase.

This work shall include :

- a) Attending a Pre-Bid Meeting for the lift station.
- b) Addendum (if required)

Construction Phase

Electrical Engineering support shall be provided during the Construction Phase.

This work shall include :

- a) Attending a Pre-Construction meeting for the lift station.
- b) Review Shop Drawings.
- c) Provide responses/clarifications for any Requests for Information (RFI's) submitted by the contractor.
- d) Make one (1) construction observation visit to the lift station during construction.
- e) Make one (1) construction observation visit to the lift station after substantial completion.
- e) Prepare record drawings.

Compensation

Tricon Engineering shall execute the Design Phase services as described previously for the lump sum fee of **\$2,500.00 (Two thousand Five hundred dollars)**.

The Bid Phase services, as previously described, shall be executed for the lump sum fee of **\$1,000.00 (One thousand dollars)**.

The Construction Phase services, as previously described, shall be executed for the lump sum fee of **\$2,000.00 (Two thousand dollars)**.

We would like to thank you for the opportunity to provide you with a proposal for this work.

Sincerely,

TRICON ENGINEERING



Timothy Thomas, P.E.

Appendix F

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name:	St. Pete Beach North Force Main Extension
Project Number:	148404XXX
Date Prepared:	3/22/2018
Estimated By:	Jordan Walker

Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7						
	TASK 1 SURVEY AND SUBSURFACE UTILITY EXPLORATION (SUE)												\$121,980
	Task Total (Dollars)												\$121,980
	TASK 2 GEOTECHNICAL SERVICES												\$18,300
	Task Total (Dollars)												\$18,300
1	TASK 3 - DESIGN AND PERMITTING OF PROPOSED FORCEMAIN EXTENSION												
	Construction Drawings												
	Site Visits			8	8								\$300
	Lane Closure Design		10	15	40								\$200
	Directional Drill Design		10	15	30								
	Cross Sections		4	10	40								
	Plan and Profiles		36	60	140								
	Key Sheet			4	10								
	Horizontal Controls			7	10								
		Details		8	10	30							
2	General (Cover Sheet, Gen Notes, etc.)			5	10								
	Opinion of Probable Costs		8	8	30								
	60% Review Meeting			10	10								
	90% Review Meeting			10	10								
	Specifications		10	10	40				10				
	Utility Coordination			20	20				20				
	QA/QC	20		0	0								
	FDEP PERMIT		5		10								
10	FDOT PERMIT		5		10								
11	RAIs for FDOT Permit		5	10	20								
12	Final Revisions to Const. Drawings			0	0							\$300	
	Site Visits			18	18							\$200	
	Lane closure/MOT design		5	5	10								
	Cross Sections		5	10	30								
	Plan and Profiles		10	30	80								
	Key Sheet			4	10								
	Horizontal Controls			6	10								
	Details		10	10	20								
	General (Cover Sheet, Gen Notes, etc.)			5	10								
13	Opinion of Probable Costs		4	10	20								
14	100% Review Meeting			10	10								
15	Specifications			20	20				10				

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St. Pete Beach North Force Main Extension
Project Number: 148404XXX
Date Prepared: 3/22/2018
Estimated By: Jordan Walker

Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7						
16	Utility Coordination			20	20					20			
17	QA/QC	20		0									
		40	135	350	726	0	0	0	0	60		0	\$1,000
		\$9,800	\$20,318	\$42,875	\$76,230	\$0	\$0	\$0	\$0	\$3,150	\$152,373	\$0	\$1,000
		TASK 4 - DESIGN AND PERMITTING OF											
		PROPOSED LIFT STATION											
1	Construction Drawings												\$100
	Site Visits			10	10								\$100
	Lane Closure Design			10	20								
	Directional Drill Design		10		20								
	Cross Sections		5	10	20								
	Plan and Profiles		10	20	40								
	Key Sheet				5								
	Details		5	5	10								
	General (Cover Sheet, Gen Notes, etc.)			5	10								
	Mechanical and Structural Plans		5	10	40								
	Lift Station Site Plan		2	5	20								
2	Opinion of Probable Costs		5	5	10								
4	60% Review Meeting			10	10								
6	Specifications		5	5	20					10			
7	Utility Coordination			5	10					20			
8	QA/QC	5											
9	FDEP PERMIT		5		10								
10	FDOT PERMIT		5		10								
11	RAIs for FDOT Permit		5	10	20								
12	Final Revisions to Const. Drawings			0	0								\$100
	Site Visits			5	5								\$100
	Lane Closure Design			5	5								
	Directional Drill Design		5		5								
	Cross Sections			5	10								
	Plan and Profiles		5	5	20								
	Details			5	10								
	Mechanical and Structural Plans			5	10								
	Lift Station Site Plan		5	5	10								
13	Opinion of Probable Costs		2	5	10								
14	100% Review Meeting			10	10								
15	Specifications			10	10					10			

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Project Name: St. Pete Beach North Force Main Extension
Project Number: 148404XXX
Date Prepared: 3/22/2018
Estimated By: Jordan Walker

Subtask ID Number	KHA Task Name Subtask Name/Description	Direct Labor (Person-Hours)							Tech/ Field Rep T-4	Support Staff C-5	KHA Labor Total	Computer Hours	Misc. Direct Expense (\$)
		Principal P-7/8	Senior Prof P-5/6	Prof P-3/4	Analyst P-1/2	CADD CO-5/6	Designer D7						
16	Utility Coordination			5	5					20			
17	QA/QC	10		0									
18	ELECTRICAL ENGINEERING FROM TRICON												
	Subtotal (Hours)	15	79	175	395	0	0	0	0	60		0	\$5,500
	Task Total (Dollars)	\$3,675	\$11,890	\$21,438	\$41,475	\$0	\$0	\$0	\$0	\$3,150	\$81,627	\$0	\$5,900

**St. Pete Beach City Commission
Agenda Report**

Issue Considered: Request approval of the proposal from Stanley Consultants, Inc. in the amount of \$288,102.00 for Design and Permitting for the Sanitary Sewer Force Main South project.

Date: November 27, 2018

Prepared By: Mike Clarke, Public Works Director

Through: Wayne Saunders, City Manager

Summary of Issue: The City selected Stanley Consultants to perform the design of the Sanitary Sewer Force Main South project. As recommended by the Sanitary Sewer Capacity Report, this project will increase the flow capacity of the transmission system by constructing a new Force Main Pipe from the existing force main from Pump Station No. 1 at 37th Ave. approximately 6,200 feet north to Pump Station No. 2 at 55th Ave. The increased capacity will alleviate pressure on the existing gravity main which will significantly reduce the possibility of sanitary sewer overflows in all but the most extreme of storm events. This project also includes the design of force main connections from three new lift station sewer cross-over pipes that service customers on the west side of Gulf Blvd. To manage costs to known needs and not speculation, the scope for survey and subsurface investigations is limited to critical areas to begin with. As we have learned from the Pass-A-Grill Way projects, there may be additional work required as the design progresses to obtain specific utility locations which will reduce construction change order possibilities.

The \$2,000,000 budgeted in FY19 for the Sanitary Sewer South project is contingent on external funding sources. Because time is of the essence, staff is requesting authorization to utilize this source prior to a pending budget amendment to bring forward CIP FY18 funding. After the amendment is approved, FY19 funding will be restored.

Funding: CIP - Sanitary Sewer South: 101-6107-535-5640

Requested Motion: "I move to approve the proposal from Stanley Consultants, Inc. in the amount of \$288,102.00 for Design and Permitting for the Sanitary Sewer Force Main South project."

Attachment: Professional Services Agreement
Stanley Consultants, Inc. Proposal

**Reviewed by the
City Manager:**

WS



CITY OF ST. PETE BEACH, FLORIDA
Contract for Professional Design Services

Stanley Consultants, Inc.
Sanitary Sewer Force Main 3 Extension

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CITY OF ST. PETE BEACH, FLORIDA
Contract for Professional Design Services

Stanley Consultants, Inc.
Sanitary Sewer Force Main Number 3 Extension

This is a Contract (the “Contract”) entered into by and between the City of St. Pete Beach, a Florida Municipal Corporation, with principal address located at 155 Corey Avenue, St. Pete Beach, Florida 33706 (hereinafter “CITY”) and Stanley Consultants, Inc., an Iowa Corporation, with principal address located at 1641 Worthington Road, Suite 400 West Palm Beach, FL 33409 (hereinafter “CONSULTANT”). The CITY and CONSULTANT together shall be referred to as the “Parties.”

WHEREAS, the CITY desires to retain the CONSULTANT to perform Professional Design Services for the CITY, more fully described below in the “scope of services” section; and,

WHEREAS, the CITY desires to employ the CONSULTANT for the Professional Design Services and other services upon the terms and conditions hereinafter set forth, and the CONSULTANT is desirous of performing such services upon such terms and conditions; and,

WHEREAS, the CONSULTANT has been selected to perform these professional services pursuant to the provisions of the “Consultants’ Competitive Negotiation Act” in Section 287.055, Florida Statutes, and all applicable CITY rules, regulations and policies.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, it is agreed by and between the Parties hereto as follows:

SECTION 1 – GENERAL

- 1.1. The above recitals are true and correct, and incorporated as part of this Contract.
- 1.2. CONSULTANT shall be defined herein to include all principals of the firm of, including full time employees, professionals or otherwise, and all servants, agents, employees and/or subconsultants retained by the CONSULTANT to perform its obligations hereunder. Subconsultants shall be reviewed and approved by the CITY prior to Notice to Proceed with their prospective work services.
- 1.3. “Professional services” means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 1.4. Prior to the start of any work under this Contract, the CONSULTANT will have submitted to the CITY a detailed resume of key engineering personnel that will be involved in performing services requested by the CITY. The CITY hereby acknowledges its acceptance of such personnel to perform services under this Contract.

At any time hereafter that the CONSULTANT desires to change the key personnel in an active services, it shall submit the qualifications of the new personnel to the CITY for prior approval. Key personnel shall include principals-in-charge, project managers and project engineers. The provisions of this Section do not apply to personnel temporarily assigned to perform service under this Contract for durations of one (1) week or less.

- 1.5. The CONSULTANT acknowledges that the CITY has retained other consultants, engineering and otherwise, and the coordination between said consultants and the CONSULTANT may be necessary from time to time for the successful completion of the services. The CONSULTANT agrees to provide such coordination as necessary within the Scope of Services.
- 1.6. The CONSULTANT will maintain an adequate and competent staff of professionally qualified persons throughout the performance of this Contract to ensure acceptable and timely completion of the services.
- 1.7. Requirements for sealing all plans, reports and documents prepared by the CONSULTANT shall be governed by the laws and regulations of the State of Florida and the requirements of any regulatory agency, if required.
- 1.8. This Contract may be executed by the parties in counterpart originals with the same force and effect as if fully and simultaneously executed as a single original document. The "Effective Date" of this Contract shall be the date this Contract has been executed by all parties.
- 1.9. This Contract shall be binding upon the Parties, their successors, assigns, and legal representatives. CONSULTANT shall not assign or otherwise transfer any of the rights or duties under this Contract, without the express written consent of the CITY.
- 1.10. The prevailing party in any action to enforce or interpret this Contract shall be entitled to reasonable attorney fees incurred through all appellate proceedings.
- 1.11. CONSULTANT hereby acknowledges that the person executing this Contract on behalf of CONSULTANT has the full authority to do so and to bind CONSULTANT to the terms hereof.
- 1.12. To the extent that any terms in the attached proposal conflict with the terms of this Contract, the terms of this Contract shall control and supersede such conflicting terms in the attached proposal, to the extent of such conflict.
- 1.13. This Contract may be amended or modified only in writing signed by all Parties hereto. This Contract shall not be modified by any oral statement, communication, agreement, course of conduct, or by anything other than a writing signed by the Parties.
- 1.14. Any and all notices sent pursuant to this Contract shall be given in writing via certified mail or overnight courier and shall be delivered to the following addresses:

As to Consultant:

Stanley Consultants, Inc.
1641 Worthington Road, Suite 400
West Palm Beach, FL 33409

As to City:

City Manager
City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

SECTION 2 – SCOPE OF SERVICES & CHANGE ORDERS

- 2.1 The CONSULTANT shall diligently and in a professional and timely manner perform the work included in the Scope of Services as listed generally in the Request for Qualifications (RFQ) attached and incorporated in this Contract as Exhibit A. Unless modified in writing by the Parties hereto, duties of the CONSULTANT shall not be construed to exceed those services specifically set forth herein.
- 2.2 General. The CONSULTANT agrees to perform those services described in Exhibit B – CONSULTANT’s proposal, dated April 24, 2018 which is attached hereto and made a part hereof.
- 2.3 Additional Service. The CITY and the CONSULTANT agree that there may be certain additional services required to be performed by the CONSULTANT during the performance of the Scope of Services that cannot be defined sufficiently at the time of execution of this Contract. Such services shall be authorized in writing as Change Orders and shall be undertaken only under terms of formal amendments to this Contract.
- 2.4 The CITY or the CONSULTANT may request changes in the Scope of Services. Such change(s), including any increase or decrease in the amount of the CONSULTANT’s compensation for any Change Order pursuant to this Contract, which are mutually agreed upon by and between the CITY and the CONSULTANT, shall be incorporated by written formal amendment.

SECTION 3 – CITY’S RIGHTS AND RESPONSIBILITIES

The CITY shall provide the service described below in a timely fashion at no cost to the CONSULTANT:

- 3.1 Furnish the CONSULTANT with existing data, records, maps, plans, specifications, reports, fiscal data and other information that is available in the CITY’s files, necessary or useful to the CONSULTANT for the performance of the services. All of the documents conveyed by the CITY shall be and remain the property of the CITY and shall be returned to the CITY upon completion of the services to be performed by the CONSULTANT.
- 3.2 Make CITY personnel available when required and necessary to assist the CONSULTANT. The availability and necessity of said personnel to assist the CONSULTANT shall be determined solely at the discretion of the CITY.

- 3.3 Provide access to and make provisions for the CONSULTANT to enter upon the project lands as required for the CONSULTANT within a reasonable time, to perform surveys, observations and other work as necessary to complete the services.
- 3.4 Examine all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and render written decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
- 3.5 Transmit instructions, relevant information and provide interpretation and definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.
- 3.6 Give prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any development that affects the scope of timing of the CONSULTANT's services or becomes aware of any defect or changes necessary in the work of the CONSULTANT.
- 3.7 Arrange for submission of necessary permits/applications to governmental bodies as prepared by the CONSULTANT.
- 3.8 Furnish approvals and permits from all governmental authorities having jurisdiction and such approvals and consents from others as may be necessary for completion of the services not covered under the services.

SECTION 4 – COMPENSATION.

- 4.1 General. Compensation to the CONSULTANT for services performed pursuant to this Contract shall be in accordance with the following method or compensation, as defined and indicated in the CONSULTANT's proposal, attached and incorporated as Exhibit B.
- 4.2 Lump sum method
 - a. Lump Sum compensation shall be the total fixed price amount payable under the Lump Sum Method (including all payroll costs, overhead costs, other direct costs, fees, subconsultants' and specialist costs), for the services to be provided in the Exhibit A unless there is a change in the scope of the work by formal amendment to this Contract.
 - b. Payment to the CONSULTANT for services performed under this Contract shall be monthly in proportion to the percentage of work completed during the month as proposed by the CONSULTANT and accepted by the CITY.
- 4.3 Invoice Processing. Invoices received by the CITY will be processed for payment within thirty (30) days of receipt of invoice. CONSULTANT will be notified of questionable items contained in the invoices within fifteen (15) days of receipt by the CITY with an explanation of the deficiencies. The CITY will make an effort to resolve

all questionable items contained in the CONSULTANT's invoices within thirty (30) days of receipt of the invoices by the CITY. At the end of the thirty (30) day period, the CITY shall pay the CONSULTANT the invoice amount less any unresolved questionable items. Invoices are to be forwarded directly to the initiating CITY representative.

- 4.4 Additional Compensation for Change in Scope of Services. If instructed to do so by CITY, the CONSULTANT shall change or revise work that has been performed, and if such work is not required as a result of error, omission or negligence of the CONSULTANT, the CONSULTANT may be entitled to additional compensation. The additional compensation shall be requested by the CONSULTANT on a revised fee quotation proposal which must be submitted to the CITY for prior approval. The additional compensation, if any, shall be agreed upon before commencement of any such additional work and shall be incorporated into the services by formal amendment or Change Order to this Contract.

SECTION 5 - CONTRACT TERM, COMMENCEMENT, IMPLEMENTATION OF WORK.

- 5.1 Term. This Contract shall expire three (3) years after the effective date of this Contract.
- 5.2 Work Commencement. The CONSULTANT shall commence work on each authorized within ten (10) days after receipt by the CONSULTANT of a written Notice-To-Proceed from the CITY's Designated Representative. If the CONSULTANT fails to commence work within the ten (10) day period, then the CITY shall have the right to seek other firms for the Services, unless the delay is due to no fault of the CONSULTANT.
- 5.3 Implementation Schedule. The CONSULTANT must complete its work in accordance with the time schedule specified in the Exhibit B. In the event the work of the CONSULTANT is delayed due to no fault of the CONSULTANT, which delays the completion of any services, the CONSULTANT is entitled to an appropriate extension of the Contract time. Additional compensation to the CONSULTANT will be negotiated to the mutual agreement of the CITY and the CONSULTANT in the event such delay causes any costs to increase for reasons beyond the CONSULTANT's control.

SECTION 6 - CITY'S "DESIGNATED" REPRESENTATIVE

- 6.1 General. The CITY hereby designates the CITY Manager or designee to represent the CITY in all matters pertaining to and arising from the work and performance of this contract. The CITY Manager or designee shall have the following responsibilities:
 - a. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by the CONSULTANT and rendering, in writing, decisions indicating the CITY's approval or disapproval within a reasonable time so as not to materially delay the work of the CONSULTANT.
 - b. Transmission of instructions, receipt of information and interpretation and

definition of CITY policies and decisions with respect to design, materials and other matters pertinent to the work covered by this Contract.

- c. Giving prompt written notice to the CONSULTANT whenever the CITY observes, or otherwise becomes aware of, any defects or changes necessary in the project.
- d. Following the CONSULTANT's preparation of any necessary applications to governmental bodies, to arrange for submission of all applications.

SECTION 7 - INDEMNITY AND INSURANCE

7.1 General. To the fullest extent permitted by Florida law, the CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the Consultant in the performance of the contract.

7.2 Insurance. The CONSULTANT will possess or obtain and continuously maintain the following insurance coverage, from a company or companion authorized to do business in the State of Florida, and will provide Certificates of insurance to the CITY, evidencing such insurance, within fifteen (15) days following the CONSULTANT's receipt of Notice to Proceed on the Services from the CITY. The insurance coverage shall contain a provision, which requires that prior to any changes or material alterations in the coverage, except aggregate coverage, thirty (30) days prior written notice will be given to the CITY. Specific insurance requirements may include:

- a. Worker's Compensation. The CONSULTANT must provide Worker's Compensation for all employees at the site location, and in case any work is subcontracted, will require the Subconsultant to provide Worker's Compensation for all of its employees.
- b. Commercial General Liability. The CONSULTANT must provide coverage for all operations as detailed in the Scope of Services including, but not limited to, Contractual, Products and completed Operations and Personal Injury. The limits will be not less than \$2,000,000 Combined Single Limit (CSL) or its equivalent.
- c. Automobile Liability. The CONSULTANT must provide coverage for all owned and non-owned vehicles for limits of not less than \$1,000,000 CSL or its equivalent.
- d. Professional Liability Insurance. Annual Professional Liability Insurance must be maintained with coverage in an amount as detailed in the City of St. Pete Beach Request for Qualifications (RFQ) titled "Engineering Services for Design of Sanitary Sewer Force Main Number 3 Extension". Said Professional Liability Insurance shall provide for all sums which the CONSULTANT shall be obligated to pay as damages for claims arising out of negligent performance by

the CONSULTANT, or any person or Subconsultant employed by the CONSULTANT, in conjunction with this Contract. This insurance shall also be maintained for a minimum of three (3) years after completion of the CONSULTANT's services and/or construction and acceptance of the facilities designed by the CONSULTANT under the scope of this Contract including any amendment thereto.

- e. Certificates of Insurance. The CONSULTANT shall furnish all Certificates of Insurance forwarded directly to the following:

City of St. Pete Beach
155 Corey Avenue
St. Pete Beach, FL 33706

with information copied to the Designated Representative identified in this Contract. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount and classification required by these provisions.

SECTION 8 – DATA, DOCUMENTS, RECORDS.

- 8.1 The CONSULTANT hereby certifies, covenants and warrants that accounting documentation and supporting data which has established compensation provided for in this Contract are accurate, complete and current as of the date of negotiation of the compensation terms contained in this Contract. It is further agreed that the CONSULTANT's compensation under this Contract may be adjusted to exclude any significant sums where the CITY determines the CONSULTANT's compensation was increased due to inaccurate or incomplete wage rates and other factual unit costs. All such price adjustments shall be made prior to the end of this Contract. Records of costs incurred under the terms of this Contract shall be maintained and made available to the CITY during the period of this Contract and for five (5) years after final payment is made.
- 8.2 Copies of these documents and records shall be furnished upon request to the CITY at no cost. For the purpose of this Section, the end of this Contract shall be deemed to be the date of final acceptance of the work by the CITY.
- 8.3 It is understood and agreed that all documents, including detailed reports, plans, original drawings, survey field notebooks and all other data other than working papers, prepared or obtained by the CONSULTANT in connection with its services hereunder, shall be delivered to, or shall become the property of the CITY prior to final payment to the CONSULTANT. The CONSULTANT shall retain reproducible copies of all Documents for its files at Direct Reimbursable Cost. All Documents including drawings prepared by the CONSULTANT pursuant to this Contract are instruments of service in respect to the services described in the Services. Any reuse without written verification or adaptation by the CONSULTANT for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to the CONSULTANT; and the CITY shall indemnify to the maximum extent permitted by law and hold harmless the

CONSULTANT from all claims, damages, losses and expenses including attorney's and expert's fees arising out of or resulting therefrom. Any such verification or adaptation by the CONSULTANT will entitle the CONSULTANT to further compensation at rates to be agreed upon by the CITY and the CONSULTANT.

- 8.4 Any Documents given to or prepared or assembled by the CONSULTANT and its Subconsultants under this Contract shall be kept solely as property of the CITY and shall not be made available to any individuals or organizations without the prior written approval of the CITY.
- 8.5 The CONSULTANT may maintain copies of all work performed under this Contract for the CITY.
- 8.6 The CONSULTANT shall not publish any information concerning this project without the prior written consent of the CITY.
- 8.7 The CONSULTANT should abide by the Florida Public Records law set forth in Florida Statutes, Section 119.0701, more fully described in "Exhibit C." **IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANTS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (City Clerk, City of St. Pete Beach, Florida, 727-363-9220, cityclerk@stpetebeach.org, 155 Corry Avenue, St. Pete Beach, Florida 33706).**
- 8.8 Records Maintenance. The CONSULTANT shall maintain books, records, documents, time and costs accounts and other evidence directly related to its performance of services under this Contract. All time records and cost data shall be maintained in accordance with generally accepted accounting practices. The CONSULTANT shall also maintain the financial information and data necessary to determine overhead rates in accordance with the requirements of Federal and State regulatory agencies and this Contract. The CITY, or any of its duly authorized representatives, shall have access within forty-eight (48) hours to such books, records, documents and other evidence for inspection, audit and copying. Copying of CONSULTANT's books, records, documents, time records and cost accounts and other evidence shall be at the CITY's expense.
- 8.9 Access to Records. The CONSULTANT shall maintain and allow access to the records required under this Section for a period of five (5) years after the completion of the services provided under this Contract and date of final payment for said services, or date of termination of this Contract as may have been exercised under the terms of this Contract.

SECTION 9 – STANDARDS OF CONDUCT, CODES AND DESIGN STANDARDS

- 9.1 Consultant Employees. The CONSULTANT warrants that it 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 the CONSULTANT 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 of making of this Contract.
- 9.2 Consultant Compliance with Laws. The CONSULTANT shall comply with all Federal, State and local laws and ordinances in effect on the date of this Contract and applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Contract.
- 9.3 Conflict of Interest. The CONSULTANT hereby certifies that no undisclosed conflict of interest exists with respect to the present Contract, including any conflicts that may be due to representation of other clients, other contractual relationships of the CONSULTANT, or any interest in property which the CONSULTANT may have. The CONSULTANT further certifies that any apparent conflict of interest that arises during the term of the Contract will be immediately disclosed in writing to the CITY. Violation of this Section will be considered as Justification for immediate termination of this Contract under the provisions of Section 11.
- 9.4 Removal of Employee. The CITY is empowered to require the CONSULTANT to remove any employee or representative of the CONSULTANT from working on this Services which the CITY determines is not satisfactorily performing his assigned duties or is demonstrating improper conduct. The CITY shall notify the CONSULTANT in writing of the CITY's objections prior to the CONSULTANT's removal of any employee or representative.
- 9.5 Publication. The CONSULTANT shall not publish any documents or release information to the media without prior approval of the CITY.
- 9.6 All of the services to be performed by the CONSULTANT shall in the minimum be in accordance with commonly accepted design codes and standards, standards of the CITY and the requirements of any Federal and/or State regulatory agencies in effect as of the date of this Contract. The CONSULTANT shall be responsible for keeping apprised of any changing codes or requirements, which requirements must be applied to the Services to be performed under this Contract. Any new codes or requirements becoming effective subsequent to the effective date of this Contract that require an additional level of effort to be performed by the CONSULTANT beyond that covered under the scope of this Contract shall be subject to negotiation for an increase in scope and compensation by an amendment to this Contract.

SECTION 10 – FORCE MAJEURE, ASSIGNABILITY, EXTENT OF CONTRACT.

- 10.1 Force Majeure. Neither party shall be considered in default in performance of its obligations hereunder to the extent that performance of such obligations, or any of them,

is delayed or prevented by Force Majeure. Force Majeure shall include, but not be limited to, hostility revolution, civil commotion, strike, epidemic, fire, flood, wind, earthquake, explosion, any law, proclamation, regulation or ordinance or other act of government, or any act of God or any cause whether of the same or different nature, existing or future; provided that the cause whether or not enumerated in this Section is beyond the control and without the fault or negligence of the party seeking relief under this Section.

10.2 Assignability. The CONSULTANT shall not sublet, assign or transfer any interest in this Contract, without prior written approval of the CITY, provided that claims for the money due or to become due the CONSULTANT from the CITY under this Contract may be assigned to a bank, trust company or other financial institution without such CITY approval. Notice of any such services or transfer shall be furnished promptly to the CITY.

10.3 Extent of Contract. This Contract, together with the RFQ titled “Engineering Services for Design of Sanitary Sewer Force Main Number 3 Extension”, the proposal submitted April 24, 2018 and the Exhibits hereinafter identified and listed in this Section 19, incorporated herein and made a part hereof by this reference, constitute the entire Contract between the CITY and the CONSULTANT and supersede all prior written or oral understandings in connection therewith. This Contract may only be amended, supplemented or modified by a formal Amendment or Change Order to this Contract. The Exhibits supplemental to and made a part of this Contract are as follows:

Exhibit A: Request for Qualifications (RFQ)
Exhibit B: Scope of Services
Exhibit C: Florida Public Records Law.

SECTION 11 - TERMINATION, CLAIMS, DISPUTES, REMEDIES & CONTROLLING LAW.

11.1 Termination by City for Cause. The CITY may terminate this Contract for any one or more of the following reasons:

- a. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT’s failure to perform.
- b. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any services.
- c. If adequate progress on any phase of the services is not being made by the CONSULTANT as a direct result of the CONSULTANT’s failure to perform.
- d. The quality of the services performed by the CONSULTANT is not in conformance with commonly accepted design codes and standards, standards of

the CITY and the requirements of Federal and/or State regulatory agencies in effect as of the date of this Contract, and the particular services involved are considered by the CITY to be essential to the proper completion of any services.

- e. The CONSULTANT or any employee or agent of the CONSULTANT is indicted or has a direct charge issued against him/her for any crime arising out of or in conjunction with any work that has been performed by the CONSULTANT.
- f. The CONSULTANT becomes involved in either voluntary or involuntary bankruptcy proceedings or makes an services for the benefit of creditors.
- g. The CONSULTANT violates the Standards of Professional Conduct provisions of this Contract herein.
- h. In the event of any of the causes described in this Contract, the CITY's designated representative may send a certified letter to the CONSULTANT requesting that the CONSULTANT show cause why the Contract should not be terminated. If adequate assurances or acceptable reasons are not given to the CITY within fifteen (15) days of the receipt by the CONSULTANT of said show cause notice, the CITY may consider the CONSULTANT to be in default and may immediately terminate this Contract.

11.2 Termination by Consultant for Cause. The CONSULTANT may cancel this Contract for the following reasons:

- a. The CITY fails to meet its obligations and responsibilities as contained in the sections of this Contract describing the CITY's Rights and Responsibilities.
- b. The CITY fails to pay the CONSULTANT in accordance with this Contract.
- c. In the event of either of the causes described in this Contract, the CONSULTANT may send a certified letter requesting that the CITY show cause why the Contract should not be terminated. If adequate assurances are not given to the CONSULTANT within fifteen (15) days of the receipt by the CITY of said show cause notice, then the CONSULTANT may consider the CITY to be in default and may immediately terminate this Contract.

11.3 Termination by City Without Cause. Notwithstanding any other provision of this Contract, the CITY shall have the right at any time to terminate this Contract in its entirety without cause, or terminate by specific Services without cause, provided that ten (10) days prior to written notice is given to the CONSULTANT of the CITY'S intent to terminate.

11.4 Payment in The Event of Termination. In the event this Contract or any Services is terminated or canceled prior to final completion without cause, payment for unpaid portion of the services provided by the CONSULTANT to the date of termination and any additional services thereafter will be determined by negotiation between the CITY and the CONSULTANT. No amount shall be allowed for anticipated profit on

unperformed services or other work. In the event of termination for cause, the CITY may adjust any payment to take into account any additional direct costs to be incurred by the CITY due to such default.

11.5 Action Following Termination

- a. Upon receipt of notice of termination, given by either party, the terminated party shall promptly discontinue all services and other work, unless the notice provides otherwise.
- b. In the case of the CITY terminating the CONSULTANT, the CONSULTANT shall within ten (10) days, or any extension thereto as may be mutually agreed to, deliver or otherwise make available to the CITY all reports, drawings, plans, specifications and other data and documents that have been obtained or prepared by the CONSULTANT in performing the Services under this Contract, regardless of whether the work on such documents has been completed or is in progress and said documents shall remain the property of the CITY. Notwithstanding the foregoing, the CONSULTANT shall not be held liable for the accuracy or reliability of any partially completed work delivered in accordance with this provision.

11.6 Suspension

- a. The performance of the CONSULTANT's service under any provision of this Contract may be suspended by the CITY at any time. In the event the CITY suspends the performance of the CONSULTANT's services hereunder, the CITY shall so notify the CONSULTANT in writing, such suspension becoming effective upon the date of its receipt by the CONSULTANT, and CITY shall promptly pay to the CONSULTANT all fees which have become due and payable to the CONSULTANT to the effective date of such suspension. The CITY shall thereafter have no further obligation for payment to the CONSULTANT for the suspended services unless and until the CITY notifies the CONSULTANT that the services of the CONSULTANT called for hereunder are to be resumed. Upon receipt of written notice from the CITY that the CONSULTANT's services hereunder are to be resumed, the CONSULTANT shall complete the services of the CONSULTANT called for in this Contract and the CONSULTANT shall, in that event, be entitled to payment of the remaining unpaid compensation which becomes payable to the CONSULTANT under this Contract, same to be payable at the times and in the number specified herein. In no event will the compensation or any part thereof become due or payable to the CONSULTANT under this Contract unless and until the CONSULTANT has attained that state of work where the same would be due and payable to the CONSULTANT under the provisions of this Contract.
- b. If the aggregate time of the CITY's suspension(s) of the CONSULTANT's Services under any TaskOrder of this Contract exceeds sixty (60) days, then the CONSULTANT and the CITY shall, upon request of the CONSULTANT, meet to assess the services performed hereunder up to the time of such meeting, the

services remaining to be performed and the total compensation paid to the CONSULTANT hereunder and, during such meeting, shall have the option of negotiating a change in compensation to be paid to the CONSULTANT for the balance of the Services to be performed hereunder. No increase in compensation to the CONSULTANT shall be allowed unless it is based upon clear and convincing evidence of an increase in the CONSULTANT's costs attributable to the aforesaid suspension(s).

- 11.7 Claims and Disputes. Any claims, disputes and/or matters in question between the parties arising out of or relating to this Contract, including claims for extra compensation, shall be filed in writing by the aggrieved party to the other party within forty-five (45) days of its occurrence. Should such claims not be formally submitted within said forty-five (45) day period, the aggrieved party agrees not to make such claim against the other party at any time in the future. Should any claim or dispute not be mutually resolved between the parties within sixty (60) days thereafter, the aggrieved party shall then seek to resolve the matter in accordance with the "Remedies" provisions of this Contract.
- 11.8 Remedies. Except as provided in Section 11.1 herein, all claims, disputes and/or matters in question between the CITY and the CONSULTANT arising out of or relating to this Contract, or the breach of it will be decided by Mediation if the parties hereto mutually agree, or in a court of competent jurisdiction. Venue for any dispute or formal litigation concerning this contract shall be in the appropriate court with territorial jurisdiction over the City of St. Pete Beach, Florida. In the event of a dispute or litigation, each party to such dispute or litigation shall be solely responsible for its own attorneys' fees and costs. This contract shall not be construed for or against any party hereto, without regard to which party is wholly or partly responsible for its drafting.
- 11.9 Controlling Laws. This Contract is to be governed by the laws of the State of Florida.

SECTION 12 - MISCELLANEOUS

- 12.1 Miscellaneous. [Reserved]

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Contract on the day and year set forth below.

Stanley Consultants, Inc.,

City of St. Pete Beach:

Signature: _____

Signature: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

APPROVED AS TO FORM
AND LEGAL CORRECTNESS:

ATTEST:

Andrew Dickman
City Attorney

Rebecca C. Haynes
City Clerk

EXHIBIT “A”

REQUEST FOR QUALIFICATIONS

EXHIBIT “B”

SCOPE OF SERVICES

EXHIBIT “C”

Florida Public Records Law

119.0701 Contracts; public records; request for contractor records; civil action. —

(1) DEFINITIONS. —For purposes of this section, the term:

(a) “Contractor” means an individual, partnership, corporation, or business entity that enters into a contract for services with a public agency and is acting on behalf of the public agency as provided under s. 119.011(2).

(b) “Public agency” means a state, county, district, authority, or municipal officer, or department, division, board, bureau, commission, or other separate unit of government created or established by law.

(2) CONTRACT REQUIREMENTS. —In addition to other contract requirements provided by law, each public agency contract for services entered into or amended on or after July 1, 2016, must include:

(a) The following statement, in substantially the following form, identifying the contact information of the public agency’s custodian of public records in at least 14-point boldfaced type:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (telephone number, e-mail address, and mailing address).

(b) A provision that requires the contractor to comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.

2. Upon request from the public agency’s custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency’s custodian of public records, in a format that is compatible with the information technology systems of the public agency.



FORCE MAIN NUMBER 3 EXTENSION SCOPE OF SERVICES

Background

City of St. Pete Beach's (CLIENT) collection system currently conveys wastewater from Pump Station Number 3, through a 10-inch force main, to a manhole on a 21-inch gravity main at 37th Avenue and Gulf Boulevard. This configuration results in surcharging the downstream gravity main. CLIENT intends to extend a 16-inch force main approximately 6,200 feet from the current discharge point to a location downstream, at 55th Avenue, to reduce surcharging. This force main extension will be located on high-profile Gulf Boulevard, which has a history of heavy traffic. The project will include three cross connections from new lift stations, designed by George F. Young, Inc., to serve local businesses at 45th, 50th, and 55th Avenues.

Stanley Consultants, Inc. (CONSULTANT) will provide the following Professional Services associated with Designing, Permitting and Bidding the proposed Force Main Number 3 Extension.

Basic Services

CONSULTANT will provide Design Phase services as follows:

Pre-Design

1. Preliminary meeting with CLIENT, at their office, to discuss project objectives. Site tour immediately after the meeting.

Design Development

2. Design kickoff meeting with CLIENT, at their office, to discuss project and schedule, confirm design concepts, and establish coordination between three design teams.
3. Topographic survey and utility coordination services, by Subconsultant, along proposed alignment to include:
 - a. Prepare Maintenance of Traffic (MOT) plan for performance of subconsultant's field work. Subconsultant shall provide traffic control signage.
 - b. Topographic survey to obtain surface features and known utilities from back of sidewalk to centerline of road on two lanes of road after alignment is finalized.
 - c. Utility Coordination Services to assist in identifying and coordinating with existing utilities.
4. Geotechnical exploration, by Subconsultant, along proposed alignment to include:
 - a. Prepare Maintenance of traffic (MOT) plan for performance of subconsultant's field exploration. Subconsultant shall provide traffic control signage.
 - b. Collect, test and evaluate 14 borings to 10 feet in depth at about 500-foot intervals along the alignment.
 - c. Collect, test and evaluate 6 sets of corrosion samples of subsurface soils and water.
 - d. Geotechnical report with results of field and lab tests, engineering analysis and recommendations relative to design and construction of the force main.
 - e. Subconsultant shall request utility locate services prior to the work.
5. Coordinate with existing utilities.
6. Meet with Florida Department of Environmental Protection to discuss permitting requirements prior to design development.
7. Evaluate force main alignment and methods of installation in congested areas. Default installation method will be open cut excavation and installation of force main to a nominal depth of 48".
8. Coordinate with George F. Young, Inc. on three cross connections from new lift stations, designed by them, to serve local businesses at 45th, 50th, and 55th Avenues.



9. Prepare preliminary plans of selected alignment within existing right-of-way (ROW).
10. Submit preliminary plans to CLIENT, in electronic format, for review.
11. Hold one (1) meeting with CLIENT to discuss alignment.
12. FDOT Coordination and Permitting
 - a. Hold pre-application meeting with FDOT to discuss permitting requirements prior to permit preparation and submittal.

65% Design

13. Prepare 65% level design plans based on accepted alignment.
 - a. Develop force main plan and profile drawings.
14. Prepare 65% level specifications, including front end documents and technical sections.
15. Prepare Estimate of Probable Construction Cost based on 65% level design.
16. Submit 65% level plans and specifications to CLIENT, in electronic format, for review. Submit one full size hard copy of plans.
17. Hold one (1) meeting with CLIENT to discuss 65% level plans and specifications.

95% and Final Design

18. Incorporate CLIENT comments and prepare pre-final (95%) design plans and specifications.
19. Submit pre-final (95%) plans and specifications to CLIENT, in electronic format, for review. Submit one full size hard copy of plans.
20. Hold one (1) meeting with CLIENT to discuss pre-final (95%) plans and specifications.
21. Incorporate CLIENT comments and prepare final contract documents (plans and specifications).
22. Prepare Estimate of Probable Construction Cost based on final contract documents.
23. Final plans will generally include the following drawings as applicable for this project:
 - a. Title Sheet
 - b. General Notes
 - c. Force Main Plan and Profile Sheets
 - d. Cross Connection Details
 - e. Construction Details
 - f. Typical sections for milling and resurfacing on FDOT streets
 - g. Typical sections for pavement restoration on City streets
24. Submit final contract documents (plans and specifications) to CLIENT in electronic format. Submit one full size hard copy of plans.
25. Meet with CLIENT to discuss final plans and specifications.

Permitting Services

26. Prepare and submit permit applications necessary to commence with construction of the proposed force main extension. Anticipated permits include:
 - a. Florida Department of Environmental Protection construction permit.
 - b. Florida Department of Transportation
 - i. Prepare and submit permit package application.
 - ii. Address and respond to FDOT review comments and resubmit permit package.
 - c. CLIENT will reimburse CONSULTANT for all permit application fees.

Bidding Phase Assistance

27. Provide bidding phase assistance consisting of:
 - a. Prepare bid package consisting of electronic plans and specifications. CLIENT will manage



- the bidding process.
- b. Answer bidder questions during the bidding period.
- c. Prepare and issue necessary addenda, if necessary.

Conditions of Service

1. Milestone schedule to be determined and agreed up within 14 days of design kickoff meeting.
2. Force main sizing is established and will be based on recommendation from Model Capacity Report dated September 2016.
3. Assume that George F. Young, Inc. will generate a design to discharge into the force main extension and that the force main extension will not be modified to accommodate the lift station discharges.
4. No re-routing of existing utilities is included.
5. Drawing development will be based on:
 - a. Force main plan and profiles prepared in AutoCAD Civil 3D, Version 2016.
 - b. Drawing sheet size 22 x 34 that can be downsized to 11 x 17 at half scale. Scale of plans and profiles and traffic control plans will be 1" = 20'.
 - c. Stanley Consultants' drawing standards.
 - d. Pinellas County standard details.
6. Project manual will utilize:
 - a. City of St. Pete Beach, FL, Services Agreement.
 - b. CONSULTANT-prepared Division 1 front end specifications.
 - c. Pinellas County technical specifications.
7. As previously conveyed to City by FDOT, utility work on Gulf Boulevard will require milling and resurfacing of lanes (i.e. no pavement patch is allowed). Utility work on City Streets will be pavement patch/pavement restoration, which is allowed by the City. No other roadway improvements are included (such as curb ramps or other ADA improvements).
8. FDOT permit effort includes one permit submittal and one resubmittal.
9. Contractor will be responsible for obtaining the NPDES Stormwater Permit.
10. All cost estimates presented are CONSULTANT's opinion of probable construction costs. Cost estimates are based on our experience and represent our best judgment. CONSULTANT has no control over cost of labor, materials, equipment, contractor's methods, or over competitive bidding or market conditions. Therefore, CONSULTANT does not guarantee that proposals, bids, or actual construction costs will not vary from estimates construction costs presented.
11. The work will be within existing ROW, from back of sidewalk to centerline of road.
12. Client will receive, open and evaluate bids.
13. Client will execute the contract with selected contractor and issue notice to proceed.
14. Modifications to the existing pump station and pumping system is by others.
15. Groundwater control during construction is by Contractor.

Additional Services

The following Additional Services are not included in Basic Services and are at CLIENT's option. These services, if exercised by CLIENT and agreed to by CONSULTANT, shall be paid for in addition to compensation for Basic Services. CONSULTANT will not proceed with performance of any Additional Services unless they are duly authorized, in writing, by CLIENT.

1. Surface utility designation and location to include:
 - a. Surface Utility Designation Quality Level "B" of utilities utilizing electromagnetic designating equipment and Ground Penetrating Radar (GPR) to designate and mark horizontal location of found utility lines.
 - b. Subsurface Quality Level "A" Utility Location to include test holes (Soft Digs) (VVH - verified vertical and horizontal) on found utilities along proposed force main alignment.



2. Additional geotechnical soil borings and analysis beyond number listed in Basic Services.
3. Collection of additional survey data.
4. Conduct Temporary Traffic Control Analysis and prepare associated plans
 - a. Develop traffic control plan throughout project limit to accommodate proposed force main extension.
 - b. Perform Lane Closure Analysis to determine any limitations and necessary restrictions, develop temporary traffic control phase typical sections, identify types and limits of proposed traffic control devices and address pedestrian access during construction.
 - c. Coordinate with City to identify special events which may impact traffic control.
 - d. Develop plans associated with temporary traffic control and pavement markings.
5. Preparation of Stormwater Pollution Prevention Plan.
6. Evaluation and design of pump station modifications.
7. Preparation of easement plats.
8. Land acquisition and easement negotiation services.
9. Additional visits to project site or meetings beyond those listed in Basic Services.
10. Additional force main design.
11. Additional review iterations.
12. Environmental assessment.
13. Cultural resource studies.
14. Evaluation and design of groundwater control beyond normal performance specification requirements.
15. Preparation of temporary business access plans.
16. Construction phase services.

Anticipated Time of Beginning and Completion

November 2018 – July 2019



FORCE MAIN NUMBER 3 EXTENSION COMPENSATION

1. Compensation for Basic Services:

CLIENT shall compensate CONSULTANT a lump sum amount of Two Hundred Eighty-Eight Thousand One Hundred Two dollars (\$288,102.00) for Basic Services performed by CONSULTANT in accordance with Exhibit 1, Scope of Services.

2. Compensation for Additional Services:

CLIENT shall compensate CONSULTANT for Additional Services performed on an Hourly basis for Direct Labor plus Reimbursable Expenses in accordance with the attached current *"Hourly Fees and Charges Fiscal Year 2018-2019"* (Form BC_C 18-19) unless other compensation is agreed upon prior to performance of the services.



HOURLY FEES AND CHARGES

Fiscal Year 2018-2019

- I. Compensation for office-based personnel in the United States for time in the performance of the work shall be in accordance with the following Hourly Fees:

Classification	Hourly Fee	Classification	Hourly Fee	Classification	Hourly Fee
BC-1	38.00	BC-11	137.00	BC-21	261.00
BC-2	49.00	BC-12	152.00	BC-22	275.00
BC-3	58.00	BC-13	161.00	BC-23	290.00
BC-4	67.00	BC-14	173.00	BC-24	306.00
BC-5	78.00	BC-15	185.00	BC-25	322.00
BC-6	87.00	BC-16	199.00	BC-26	349.00
BC-7	97.00	BC-17	209.00	BC-27	416.00
BC-8	106.00	BC-18	221.00	BC-28	568.00
BC-9	115.00	BC-19	234.00		
BC-10	125.00	BC-20	246.00		

Travel time in the interest of the work and away from the assigned office, either local or intercity, will be charged in accordance with the foregoing schedule.

- II. Compensation for items of expense and other charges incurred in connection with the performance of the work shall be in accordance with the following schedule:

Automobile	\$0.62/mile
Automobile Assigned to Project Site	\$48.00/cal. day
Four-Wheel Drive Vehicles	\$0.78/mile
Four-Wheel Drive Vehicles Assigned to Project Site	\$59.00/cal. day
Ground Transportation (rental car, taxi, etc.)	At Cost Plus 10%
Air Travel (commercial and charter)	At Cost Plus 10%
Living Expenses (away from assigned office)	At Cost Plus 10%
Telephone and Facsimile	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%
Laboratory Work	At Cost Plus 10%
Soils Testing and Analysis	At Cost Plus 10%
Outside Photographic Work	At Cost Plus 10%
Duplicating Work	(schedule supplied upon request)
Technical Testing and Surveying Equipment	(schedule supplied upon request)

- III. Compensation for purchases, items of expense, and other charges not scheduled above, incurred in connection with the performance of the work, shall be at cost plus 10%.
- IV. Interest at the rate of 1½% per month will be charged on invoices not paid within 30 days.
- V. Fees and charges are subject to revision on or after March 30, 2019.