



Staff Report

File #: 15-1022, **Version:** 1

Agenda Date: 2/9/2016

Subject:

Ranking of firms and execution of negotiated agreements with 22 firms for roadway, drainage, structural, civil and traffic engineering services.

Recommended Action:

Approval of ranking of firms and execution of negotiated agreements with the twenty-two (22) highest ranked firms for roadway, drainage, structural, civil and traffic engineering services on a continuing basis.

Contract 145-0342-CN(RW); the upset limit over the five (5) year term is \$1,818,181.81 for each firm for a total of \$40,000,000.00; Chairman to sign and Clerk to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

4.5 Provide safe and effective transportation systems to support the efficient flow of motorists, commerce, and regional connectivity

Deliver First Class Services to the Public and Our Customers

5.3 Ensure effective and efficient delivery of county services and support

Summary:

The purpose of this contract is to provide professional engineering services to implement the Capital Improvement Program (CIP) of multi-discipline engineering projects relating to design, permitting and other engineering services associated with roadways, sidewalks, drainage and other associated engineering projects.

The firms in order of ranking are attached on the ranking spreadsheet.

Background Information:

On July 22, 2015, in accordance with the Consultant Competitive Negotiation Act (CCNA), the Purchasing Department, on behalf of the Office of Engineering and Technical Support, released a Request for Proposal (RFP) with the intent of obtaining the services of qualified consulting engineering firms for multi-disciplinary engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other associated engineering projects. The ranking of firms was completed October 13, 2015.

An agreement with each of the twenty-two (22) firms has been negotiated by staff and is presented to the Board of County Commissioners (Board) for consideration. All rates for contractors and subcontractors were evaluated to determine competitiveness based on current market conditions. Staff negotiations achieved rate reductions from the original submittals ranging from three (3) to forty-

two (42) percent.

The rates provided by all firms are fully burdened. The hourly rates include labor, direct and indirect overhead, profit, and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. There is no markup allowed for sub-consultants and the rates are fixed for the term of the contract. The contract period is for five (5) years and is effective upon execution of the agreement. The County reserves the right to renegotiate rates if there is a change in market conditions. This contract consolidates a similar CCNA contract, hence the amount of firms and expenditure requested for award.

Fiscal Impact:

The upset limit over the five (5) year term of the contract is \$1,818,181.81 for each firm for a total of \$40,000,000.00. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to these agreements pending the negotiated rates remain the same.

Funding is provided through various Capital Improvement Program budgets and/or operating budgets per individual work assignments on a multiple year/multiple work assignment basis.

Staff Member Responsible:

Kevin Becotte, Director, Office of Engineering and Technical Support
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreements
Contract Review
Ranking Spreadsheet

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 145-0342-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and AECOM Technical Services, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name AECOM Technical Services, Inc. PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Print Name: Dana K. Tallman
Title: Vice President Date: 11/17/2015

By: _____
Chairman Date: _____

ATTEST:

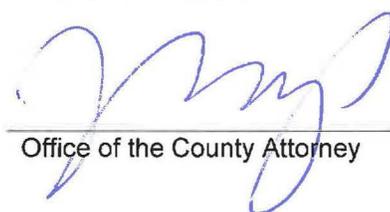
By: 
Print Name: Robert Johnson
Title: Water Resource Manager Date: 11/17/2015

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



AECOM
7650 W. Courtney Campbell Causeway
5th Floor
Waterford Plaza
Tampa, FL 33607
www.aecom.com

813-286-1711 tel
813-286-6587 fax

VIA E-MAIL

November 5, 2015

Ms. Rianner B. Woodard
Procurement Analyst Coordinator
Pinellas County
Purchasing Department
Annex Building – 6th Floor
400 South Fort Harrison Avenue
Clearwater, Florida 33756

**RE: Roadways, Drainage, Structural, Civil, and Traffic Engineering Consulting Services
Proposal Number: 145-0342-CN**

Dear Ms. Woodard:

AECOM is pleased to submit our proposed Billing Rates (Exhibit A) for our staff and those of our Subconsultants (George F. Young, The Heimburg Group, American Quality Consultants and Tierra) for the above referenced contract.

We appreciate the opportunity to submit these Billing Rates to Pinellas County and look forward to working with you in the near future. Please contact me at 813-636-2144 if you have any questions.

Sincerely,

AECOM Technical Services, Inc.

Dana K. Tallman, PE, BCEE
Vice President
Senior Client Service Manager

Enclosure (Exhibit A)



**EXHIBIT A
PINELLAS COUNTY
145-0342-CN
PROPOSED
2015 BILLABLE HOURLY RATES**

Job Classification	Billable Rate (\$ / hour)
Senior Vice President	275.00
Vice President/Officer-in-Charge	235.00
Project Manager/Associate Principal	165.00
Senior Architect	170.00
Project Architect	125.00
Construction Manager (CEI)	160.00
Construction Engineer (CEI)	110.00
Senior Construction Inspector	95.00
Project Construction Inspector	80.00
Senior Certified Bridge Inspector	125.00
Project Certified Bridge Inspector	105.00
Senior ITS Inspector	110.00
Project ITS Inspector	90.00
Senior Civil Engineer	135.00
Project Civil Engineer	115.00
Senior Electrical Engineer	160.00
Project Electrical Engineer	130.00
Electrical Engineer Intern	85.00



**EXHIBIT A
PINELLAS COUNTY
145-0342-CN
PROPOSED
2015 BILLABLE HOURLY RATES
(continued)**

Job Classification	Billable Rate (\$ / hour)
Senior Environmental Engineer	145.00
Project Environmental Engineer	115.00
Environmental Engineer Intern	80.00
Senior Geotechnical Engineer	145.00
Project Geotechnical Engineer	110.00
Geotechnical Engineer Intern	85.00
Senior Structural Engineer	160.00
Project Structural Engineer	125.00
Structural Engineer Intern	85.00
Senior Environmental Scientist	135.00
Project Environmental Scientist	110.00
Senior Water Resources Engineer	150.00
Project Water Resources Engineer	115.00
Water Resources Engineer Intern	80.00
Senior Engineer	135.00
Project Engineer	105.00
Engineer Intern	75.00
Senior Planner	150.00



**EXHIBIT A
PINELLAS COUNTY
145-0342-CN
PROPOSED
2015 BILLABLE HOURLY RATES
(continued)**

Job Classification	Billable Rate (\$ / hour)
Project Planner	110.00
Senior Landscape Architect	155.00
Landscape Architect	105.00
Landscape Architect Intern	75.00
Senior Geologist	135.00
Project Geologist	110.00
Senior GIS Specialist	135.00
Project GIS Specialist	100.00
Field Technician	75.00
Senior Designer	115.00
Drafter/CADD Operator	90.00
Operations Specialist	105.00
Senior Surveyor & Mapper	130.00
Project Surveyor & Mapper	110.00
Survey Party Chief	70.00
Survey Instrument Man	45.00
Survey Rod Man/Chain Man	35.00
Survey Intern	75.00



**EXHIBIT A
PINELLAS COUNTY
145-0342-CN
PROPOSED
2015 BILLABLE HOURLY RATES
(continued)**

Job Classification	Billable Rate (\$ / hour)
Survey Technician	75.00
Senior Utility Coordinator	115.00
Utility Coordinator	100.00
Subsurface Utility Engineering Technician	100.00
Senior Public Information Specialist	120.00
Project Public Information Specialist	90.00
Fiscal/Accounting	85.00
Administrative/Clerical	75.00

299 Dr. Martin Luther King, Jr. St. N.
P. O. Box 683
St. Petersburg, Florida 33731-0683
(727) 822-4317 Fax (727) 822-2919



George F. Young, Inc.

Turning Vision Into Reality

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

EXHIBIT A

George F. Young, Inc.
Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil Traffic Engineering
Contract: 145-0342-CN (RW)

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Utility Project Manager	\$160.59
Sr Surveyor & Mapper	\$170.32
Surveyor & Mapper	\$132.62
Survey Technician	\$74.62
Party Chief	\$73.00
Instrument Person	\$50.70
Rodperson	\$40.55
Utility Locator	\$69.75
Utility Technician	\$45.42
Survey Field Crews	
1 Person Survey Crew	\$93.00
2 Person Survey Crew	\$123.70
3 Person Survey Crew	\$164.25
4 Person Survey Crew	\$204.80
Utility Crews	
Designating Crew	\$221.31
Locating Crew	\$229.43



Pinellas County Public Works
Attn: Rianner B. Woodard, Procurement Analyst Coordinator
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

November 6, 2015

Reference: Pinellas County: Roadway, Drainage, Structural, Civil and Traffic Engineering
Contract No. 145-0342-CN
THG's Schedule of Rate Values

Dear Ms. Woodard:

Below are the proposed billable rates for The Heimburg Group, Inc.

Exhibit A

The Heimburg Goup, Inc.	
Job Classification	Billable Rate (\$/hour)
Project Manager	\$ 164
Chief Engineer	\$ 235
Senior Engineer	\$ 192
Senior Project Engineer	\$ 141
Senior Planner	\$ 137
Project Engineer	\$ 112
Engineer	\$ 103
Engineer Intern	\$ 85
Secretary/Clerical	\$ 55

The above billable rates include local expenses. Additional expenses would only pertain to such items as travel outside of the area or rental of buildings for public meetings if needed. Should you have any additional questions or need additional information please call me at 813-749-0823 ext 204.

Sincerely,
The Heimburg Group, Inc.

Lisa Heimburg, PE
President



AMERICAN QUALITY
CONSULTANTS

Quality You Can Count On.

November, 1, 2015

Pinellas County Public Works
Attn: Rianner B. Woodard
Procurement Analyst Coordinator
Pinellas County Purchasing
400 S. Fort Harrison Avenue, 6th Floor,
Clearwater FL 33756

Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil
and Traffic Engineering (145-0342-CN)

Dear Ms. Woodard::

Below are the Billable Rates for American Quality Consultants, LLC, using the FDOT job classifications.

Exhibit A

American Quality Consultants, LLC	
Job Classification	Billable Rate (\$/hour)
Chief Engineer	\$ 212
Engineer	\$ 105
Engineer Intern	\$ 90
Project Engineer	\$ 120
Secretary/Clerical	\$ 60
Senior Engineer	\$ 173
Senior Project Engineer	\$ 150
Senior Planner	\$ 140

The above billing rates are fully loaded (burdened) . Rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

Should you have any additional questions or need additional information please call me at 727-543-1458. We look forward to working with you and providing professional services as required by Pinellas County for this contract.

Sincerely,

American Quality Consultants

Mahshid Arasteh, PE
Principle

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

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

Note the required insurance limits for this contract

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

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 145-0342-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Ayres Associates, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Ayres Associates, Inc.

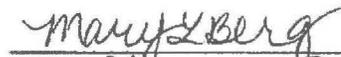
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Richard Schuenthaler
Title: EVP & CFO Date: 11/7/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Mary L. Berg
Title: Assistant Secretary Date: 11/7/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

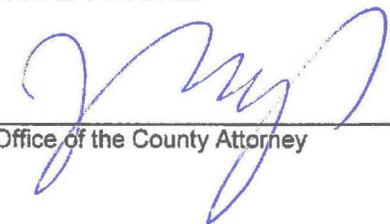
By: 
Office of the County Attorney

Exhibit A

Pinellas County Public Works

Ayres Associates Inc Billing Hourly Rates

Job Classification	Rate (\$/hour)
Vice President	\$271.92
Project Manager	\$200.20
Senior Engineer	\$195.95
Engineer (III-IV)	\$145.00
Engineer (I-II)	\$121.14
Senior Scientist	\$148.00
Scientist (III-IV)	\$129.00
Scientist (I-II)	\$110.00
Planner	\$119.30
Architect	\$121.55
Senior Designer	\$128.41
Drafter/CADD Operator	\$91.77
Certified Bridge Inspector	\$109.60
Bridge Inspector Assistant	\$78.18
Administrative/Clerical	\$71.21



HYATT SURVEY SERVICES, INC.
RATE SCHEDULE
(Effective date July 1, 2015)

<u>BILLING UNIT</u>	<u>HOURLY RATE</u>
<u>Field Crews:</u>	
Field Survey Crew: (2 Person)	\$ 135.00
Field Survey Crew: (3 Person)	\$ 165.00
Field Survey Crew: (4 Person)	\$ 195.00
Note: All Field Crew rates include either robotic total station or RTK GPS equipment.	
<u>Hydrographic Survey Crew:</u>	
Single Beam Surveys:	\$ 1,800.00/day
Multi Beam Surveys:	\$ 2,600.00/day
Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8 hour day.	
<u>Office:</u>	
Survey/CAD Technician	\$ 92.15
Professional Surveyor & Mapper	\$ 125.00
Senior Professional Surveyor & Mapper	\$ 155.00
Administrative Assistant:	\$ 50.00
<u>Additional Equipment:</u>	
Marshmaster: (w/o operator)	\$ 500.00/day
Airboat: (w/o operator)	\$ 450.00/day
4WD ATV:	\$ 100.00/day

Rates shown are subject to change at the discretion of Hyatt Survey Services, Inc.

CERTIFIED WAGE RATE FORM

Sub Consultant Name: **BES Inc**

Job Classification	Personnel	Raise Date	Current Salary	Percent Employee Used	Salary Rate	Loaded Rate
Project Manager/ Chief Engineer						
	Dilip Mundkur, PE, PTOE	1/1/2015	\$63.00	100.00%	\$63.00	
	AVERAGE HOURLY RATE =				\$63.00	\$201.02
Senior Engineer						
	Michael Noesen, PE	1/1/2015	\$62.00	100.00%	\$62.00	
	AVERAGE HOURLY RATE =				\$62.00	\$197.83
Engineer						
	Ramesh Reddolu, EI	1/1/2015	\$40.00	100.00%	\$40.00	
	AVERAGE HOURLY RATE =				\$40.00	\$122.52
Designer						
	Douglas Buchanan	1/1/2015	\$37.50	100.00%	\$37.50	
	AVERAGE HOURLY RATE =				\$37.50	\$104.10
Senior Engineering Technician						
	Brenda Taylor	1/1/2015	\$34.00	100.00%	\$34.00	
	AVERAGE HOURLY RATE =				\$34.00	\$108.49
Project Planner						
	Sue Singh	1/1/2015	\$38.00	100.00%	\$38.00	
	AVERAGE HOURLY RATE =				\$38.00	\$121.25



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

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

Note the required insurance limits for this contract

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

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Cardno, Inc., with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name
CARDNO, INC.

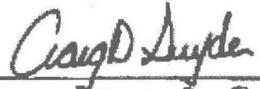
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Steven Hawarth
Title: Sr. Principal Date: 11-9-15

By: _____
Chairman Date: _____

ATTEST:

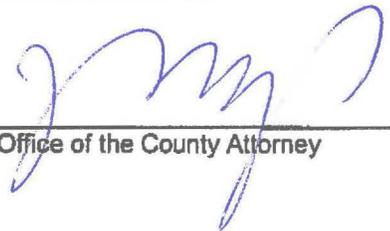
ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Craig D. Snyder
Title: Sr. Principal Date: 11/9/2015

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: 
Office of the County Attorney

“EXHIBIT A”



RATE SCHEDULE

CLASSIFICATION	RATE
PRINCIPAL	\$290
PROJECT DIRECTOR	\$205
DEMOGRAPHER / ECONOMIST	\$170
SENIOR ENGINEER/ HYDROGEOLOGIST/ECOLOGIST	\$170
SENIOR PLANNER	\$155
PROJECT MANAGER	\$145
BROWNFIELDS MANAGER	\$145
SENIOR GIS SPECIALIST	\$145
LANDSCAPE ARCHITECT	\$125
ENGINEER INTERN	\$105
BROWNFIELDS SPECIALIST	\$120
DESIGNER	\$104
PLANNER	\$110
SENIOR ENVIRONMENTAL TECHNICIAN	\$110
GIS SPECIALIST	\$95
ENVIRONMENTAL SCIENTIST/GEOLOGIST	\$85
FIELD TECHNICIAN	\$80
CLERICAL	\$70



Architects ■ Engineers ■ Planners

10199 Southside Blvd., Suite 103
Jacksonville, Florida 32256

Pinellas County General Engineering Contract #001145

Chief Engineer	\$241.50 / hour
Program Manager	\$203.00 / hour
Quality Control Manager	\$179.00 / hour
Senior Engineer	\$165.00 / hour
Project Manager	\$179.00 / hour
Engineer	\$121.44 / hour
Designer	\$78.00 / hour
Landscape Architect	\$84.00 / hour
Sr. Landscape Architect	\$167.00 / hour
CADD Technician	\$55.00 / hour
Transportation Planner	\$90.00 / hour
Sr. Transportation Planner	\$191.00 / hour
Architect	\$84.00 / hour
Sr. Architect	\$173.00 / hour
Administrative Assistant	\$72.00/ hour
Transportation Engineer	\$90.00 / hour
Sr. Transportation Engineer	\$191.00 / hour

These rates are published and effective from July 1, 2015 to July 1, 2020, and include raw labor costs, benefits, overhead, direct project expenses, and profit margin.

RTD Group
1957 Arrowhead Drive N.E., Suite 200
St. Petersburg, Florida 33703

Pinellas County General Engineering Contract #001145

Chief Engineer	\$220.00 / hour
Senior Engineer	\$165.00 / hour
Project Manager	\$180.00 / hour
Appraiser	\$150.00 / hour
Relocation Agent	\$140.00 / hour
Acquisition Agent	\$140.00 / hour
Chief Planner	\$220.00 / hour
Clerical	\$ 70.40 / hour

These rates are published and effective from November 1, 2015 to November 30, 2020, and include raw labor costs, benefits, overhead, direct project expenses, and profit margin. Rate schedule revised December 8, 2015.

rdoyle@rtdgroup.us
727-430-3552
727-521-3822 (Fax)
www.rtdgroup.us

MBA

MASON BLAU & ASSOCIATES, INC.

Architects, Planners AA 0002779

4625 East Bay Drive, Suite #228

Clearwater, Florida 33764

(727) 530-0570

HOURLY RATES SCHEDULE

Principals	\$175.00 per hour
Architect	\$125.00 per hour
Project Manager	\$100.00 per hour
Construction Administrator	\$100.00 per hour
Senior Designer	\$ 80.00 per hour
Junior Designer	\$ 70.00 per hour
Clerical	\$ 55.00 per hour
Draftsman	\$ 45.00 per hour

<i>From Tierra Independent Audit</i>	
Over head	164.75%
FCCM	1.732%
Direct Expense	6.69%
Base Multiplier	2.732
Percent Profit	12.0%
Proposed Project	3.060 Multiplier

Notes

(1) Unloaded Rates derived from Tierra Certified Wage Form

Job Classifications		Tierra Inc	Tierra Inc	Loaded Hourly	Loaded Hourly	Proposed Rates
		Current Salary ⁽¹⁾ Minumum	Current Salary ⁽¹⁾ Maximum	Rate Minumum	Rate Maximum	
Project Manager	Hour	\$62.50	\$62.50	\$191.22	\$191.22	166.50*
Senior Engineer	Hour	\$62.55	\$62.55	\$191.37	\$191.37	171.00*
Chief Scientist	Hour	\$45.68	\$53.85	\$139.76	\$164.76	137.04*
Senior Project Engineer	Hour	\$48.16	\$55.56	\$147.35	\$169.99	141.64*
Geotechnical Engineer	Hour	\$40.38	\$42.27	\$123.54	\$129.33	113.81*
Engineering Intern	Hour	\$30.98	\$32.18	\$94.78	\$98.46	\$96.62
Senior Scientist	Hour	\$37.80	\$37.80	\$115.65	\$115.65	\$115.65
Designer	Hour	\$28.00	\$33.00	\$85.67	\$100.96	\$93.32
Sr Engineering Technician	Hour	\$27.00	\$27.00	\$82.61	\$82.61	\$82.61
Geotechnical Technician	Hour	\$21.70	\$21.70	\$66.39	\$66.39	\$66.39
Secretary/Clerical	Hour	\$29.05	\$29.05	\$88.88	\$88.88	\$72.00

* Rate Reductions Requested by Pinellas County

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout/Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 145-0342-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and CH2M Hill Engineers, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name CH2M Hill Engineers, Inc. PINELLAS COUNTY, by and through its Board of County Commissioners

By: *[Signature]*
Print Name: Watus Watson
Title: Vice President + Designated Manager Date: 11/13/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*
Print Name: Julie T. Arnold
Title: Assistant Sec. Date: 11/16/15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney





CH2M Tampa
4350 W. Cypress Street
Suite 600
Tampa, FL 33607-4178
O +1 813 874 0777
F +1 813 874 3056
www.ch2m.com

Ms. Rianner Woodard
Pinellas County Purchasing
400 S. Fort Harrison Ave., 6th Floor
Clearwater, FL 33756

December 10, 2015

Subject: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
(145-0342-CN), revised

Exhibit A

Dear Ms. Woodard,

On behalf of CH2M HILL the below revised rate schedule is submitted for your consideration on the above referenced contract.

Classification	Proposed Fee Schedule Rate
Principal	\$288
Technologist	\$247
Sr. Project Manager	\$242
Project Manager	\$173
Sr. Engineer	\$185
Engineer	\$124
Sr. Scientist	\$169
Scientist	\$103
Sr. GIS Specialist	\$134
GIS Specialist	\$86
Sr. Designer	\$132.99
Designer	\$103.84
Technician	\$101
Sr. Construction Manager	\$178
Site Inspector	\$134
Administrative	\$86
Public Involvement Specialist	\$110

Ms. Rianner Woodard
Page 2
December 10, 2015

Our subconsultant rate schedules were provided previously. We look forward to working with Pinellas County on this contract. Please let me know if you have any questions or need any additional information.

Regards,

CH2M HILL

A handwritten signature in black ink, appearing to read "K. Watson", with a long horizontal flourish extending to the right.

Katus O. A. Watson, PE, DBIA
Vice President

Adams Traffic, Inc.

P.O. Box 997, Plant City, FL 33564
tel: 813-763-7763 fax: 813-659-8688
e-mail: adamstraffic@aol.com

FEE SCHEDULE

Date Prepared: November 2, 2015

Provided to: CH2M Hill, Inc.

Project: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic
Engineering (145-0342-CN)

Prepared by: Nancy Adams, P.E.

Hourly Loaded Billable Rates:

Senior Traffic Engineer	\$213.61
Engineering Technician	\$71.73
Clerical	\$63.68



AIM Engineering & Surveying, Inc.

Tampa Office
3802 Corporex Park Drive
Suite 225
Tampa, Florida 33619

Telephone: 813-627-4144
Toll Free: 888-627-4144
Fax: 813-664-1899
www.aimengr.com

Successfully providing our clients and the community with quality planning, engineering and surveying since 1980.

November 6th, 2015

Kenneth M. Wooten, PE
Project Manager
CH2M
4350 W. Cypress Street
Suite 600
Tampa, FL 33607

Subject: Pinellas County RFP No. 145-0342-CN for Roadways, Drainage, Structural, Civil and Traffic Engineering – Continuing Professional Services.

Dear Mr. Wooten,

On behalf of AIM Engineering & Surveying, Inc., I am pleased to submit the following Surveying, Mapping and SUE hourly rates for your consideration on this contract.

\$195	Senior PSM
\$140	PSM
\$95	Mapping Technician
\$70	Survey Technician
\$85	Field Crew Supervisor
\$120	2 Man Survey Field Crew
\$160	3 Man Survey Field Crew
\$130	2 Person Designate Crew
\$175	3 Person Designate Crew
\$210	3 Person Locate Crew
\$230	4 Person Locate Crew

Sincerely,
AIM Engineering & Surveying, Inc.

A handwritten signature in blue ink, appearing to read 'Bob L. Potter', is written over a white background.

Bob L. Potter, PSM
Vice President



November 5, 2015

Kenneth M. Wooten, PE
Contract Support Specialist
CH2M Hill
4350 W. Cypress Street, Suite 600
Tampa, Florida 33607

**RE: Pinellas County Contract for Roadway, Drainage, Structural,
Civil and Traffic Engineering
145-0342-CN**

Dear Mr. Wooten:

Listed below are the proposed fully loaded rates for the above referenced contract:

Project Manager	\$161.63
Appraiser	\$163.80
Cost Estimator	\$160.74
Appraisal Research Assistant	\$107.06
Right of Way Agent	\$144.74
Clerical/Administrative	\$57.25

I have also enclosed a copy of our Florida Department of Transportation qualification letter.

If you have any questions or need additional information please let me know.

Sincerely,

INDEPENDENCE ACQUISITION & APPRAISAL, LLC

A handwritten signature in blue ink that reads 'Kelly Joslin'.

Kelly Joslin
President



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

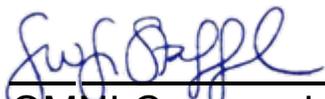
1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

Omni Communications
 Schedule of Rates
 Exhibit "A"

Service	Unit	Rate
Three (3) Person Locating Crew	Daily	\$1,953.04
Three (3) Person Designating Crew	Daily	\$2,152.96
Sr. Utility Coordinator	Hourly	\$139.00
Secretary/Clerical	Hourly	\$72.00
Utility Coordinator	Hourly	\$125.00
CADD Designer	Hourly	\$90.00
Senior Surveyor & Mapper	Hourly	\$155.00
Surveyor & Mapper	Hourly	\$125.00
Three (3) Person Survey Crew	Daily	\$1,625.25



OMNI Communications
 President

11/4/2015
 Date

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and CPH, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name CPH, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: David A. Gierach
Title: President Date: 11/16/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Patricia Hunt
Title: Secretary Date: 11/16/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney

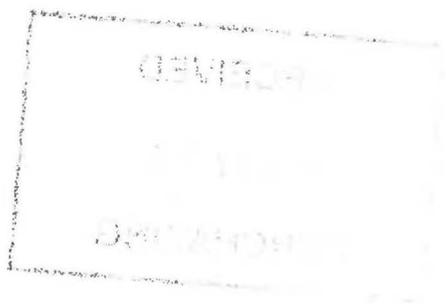


Exhibit A

CPH, Inc.

Schedule of Rate Values

Principal	\$184	Project Coordinator	\$104
Sr. Project Manager	\$173		
Project Manager	\$161	Sr. Design Technician	\$121
Professional Engineer	\$150	Design Technician	\$104.64
Sr. Project Engineer	\$144	Sr. CADD Technician	\$98
Project Engineer	\$132	CADD Technician	\$86
Project Designer	\$104.27		
		Administrative	\$86
Principal Traffic Engineer	\$184	Clerical II	\$69
Sr. Traffic Engineer	\$155	Clerical I	\$46
Traffic Engineer	\$132		
Traffic Analyst	\$121	Senior Graphic Designer	\$144
		Graphic Designer	\$86
Principal Environmental Scientist	\$184		
Senior Environmental Scientist	\$144	Sr. Construction Manager	\$138
Lead Environmental Scientist	\$121	Construction Manager	\$121
Environmental Scientist	\$109	Construction Field Representative II	\$115
GIS Analyst	\$121	Construction Field Personnel I	\$92
Arborist	\$144		
		Principal Surveyor	\$184
Principal Planner	\$184	Sr. Professional Surveyor	\$150
Sr. Planner	\$150	Professional Surveyor and Mapper	\$133.92
Planner	\$110.40	Field Technician/Designer	\$121
		Surveyor in Training	\$115
Principal Architect	\$184	Survey Project Manager/CADD	\$115
Sr. Architect	\$161	Field Crew Coordinator	\$109
Senior Architectural Manager	\$144	Survey Party Chief	\$86
Architect	\$138	Survey Instrument Man	\$75
Architectural Designer	\$121	Surveying Sr CADD Tech	\$104
Architectural Coordinator	\$98	Surveying CADD Tech	\$86
		Survey Crew (2 Man)	\$155
Principal Structural Engineer	\$184	Survey Crew (Construction Staking - 2 Man)	\$184
Senior Structural Engineer	\$161	Survey Crew (3 Man)	\$178
Structural Engineer	\$132	GPS (1 Man) / Robotics	\$150
		GPS (2 Man)	\$190
Principal MEP Engineer	\$184	1 Man Scanner/Laser Survey Crew	\$305
MEP Project Designer	\$127	2 Man Scanner/Laser Survey Crew	\$334
MEP Design Technician	\$109		
Principal Landscape Architect	\$184		
Sr. Landscape Architect	\$144		
Landscape Architect	\$121		
Sr. Landscape Designer	\$115		
Landscape Designer	\$98		

“Exhibit A”

November 6, 2015

Kurt R. Luman, Jr., P.E.
CPH
5601 Mariner Street, Suite 105
Tampa, Florida 33609

**Subject: AREHNA Engineering - Schedule of Rate Values
Pinellas County - Roadways, Drainage, Structural, Civil and Traffic Engineering
RFP Number: 145-0342-CN(RW)**

AREHNA Engineering is pleased to provide this letter of Schedule of Rate Values for the referenced contract. We will support the CPH Team with geotechnical engineering and testing services.

Position Classification	Hourly Rate
Senior Geotechnical Engineer	\$ 148.00
Geotechnical Engineer	\$ 110.00
Staff Engineer	\$ 95.00
Engineering Tech	\$ 48.00
Senior Engineering Tech	\$ 58.00
CADD Technician	\$ 65.00
Clerical/Secretary	\$ 54.00

If you have any questions or need any further information, please do not hesitate to contact me at 813-944-3464.

Respectfully Submitted,
AREHNA Engineering, Inc.



Jessica McRory, PE
President

Connect Consulting, Inc.
19505 NW 184th Terrace
High Springs, FL 32643
Hydrogeological Services

2015 Billing Rates

Category	Rate (\$/hr.)
Principal/IT Specialist	150
Principal/Sr. Hydrogeologist/Professional Geologist	150
Sr. Professional Engineer	130
Sr. Hydrogeologist/Ground Water Modeler	130
Field Professional Geologist/Engineer	120
Graphics Specialist	95
Junior Engineer/Geologist	95
Field Technician/Well Inspector	95
Office Support	70

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Cumbey & Fair, Inc., with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name
CUMBER & FAIR, INC.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Timothy E. Bourne*
Print Name: Timothy E. Bourne
Title: PRESIDENT Date: 11-19-15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Patrick McCormack*
Print Name: PATRICK MCCORMACK
Title: V.P. Date: 11-19-15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney



CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

October 2015

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Technician	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$170.00
Surveyor & Mapper	\$130.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50

**2015
Pinellas County
Geotechnical and Materials Testing and Inspection Services
Fee Schedule**

GEOTECHNICAL SERVICES

1.0 ENGINEERING AND PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	UNIT FEE
1.1	Senior Engineer (P.E.)	170.00/Hr.
1.2	Principal Engineer (P.E.)	195.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	65.00/Hr.
1.5	Laboratory Director	135.00/Hr.

2.0 DRILLING SERVICES		
ITEM	DESCRIPTION	UNIT FEE
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day]) 2.4.1 Portable Self-Propelled Barge and Work Boat N/A	355.00/Hr. 970.00/Day
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit) 2.5.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.3 100-150 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.4 150-200 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	14.00/LF 16.00/LF 16.00/LF 16.25/LF 18.25/LF 18.25/LF 19.25/LF 23.00/LF 23.00/LF 26.25/LF 31.75/LF 31.75/LF

2.0 DRILLING SERVICES (Continued)		
ITEM	DESCRIPTION	UNIT FEE

2.6	Track-Mounted Drill Unit	
2.6.1	0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
2.6.2	50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
2.10.1	NX Size (approximately 2½")	48.50/LF
2.10.2	2.5" Diameter	64.50/LF
2.11	Temporary Casing (only if needed)	
2.11.1	4"	7.00/LF
2.11.2	6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

3.0 FIELD SERVICES		
ITEM	DESCRIPTION	UNIT FEE
3.1	Double-Ring Infiltration Test (local and depth \leq 3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

4.0 LABORATORY GEOTECHNICAL TESTING		
ITEM	DESCRIPTION	UNIT FEE
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.

4.0 LABORATORY GEOTECHNICAL TESTING
(Continued)

ITEM	DESCRIPTION	UNIT FEE
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 187.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	402.50 Ea.
4.11	Corrosivity Series (resistance, pH, SO ₄ , CL [FDOT method])	270.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

5.0 SOILS

ITEM	DESCRIPTION	UNIT FEE
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$60.00 Per Trip	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	295.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion	27.50 Ea.
	5.14.1 pH Determination (ASTM D4972) Agricultural	37.50 Ea.

6.0 CONCRETE		
ITEM	DESCRIPTION	UNIT FEE
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	60.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	60.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	27.50 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	80.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

7.0 AGGREGATE TESTING		
ITEM	DESCRIPTION	UNIT FEE
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	50.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	162.50 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	50.00 Ea.
7.8	Field Sampling for Laboratory Tests	60.00/Hr.

8.0 SOIL-CEMENT		
ITEM	DESCRIPTION	UNIT FEE
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	70.00/Hr.
	8.5.2 Core Bit Charge	2.50/LI
	8.5.3 Thickness Determination	5.50 Ea.
	8.5.4 Repair of Core Hole	5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	60.00/Hr.

9.0 ASPHALT		
ITEM	DESCRIPTION	UNIT FEE
9.1	Asphalt Design	
	9.1.1 F.D.O.T. with Three Bitumen Contents	\$ 975.00 Ea.
	9.1.2 F.A.A. Design with Four Bitumen Contents	1,625.00 Ea.
9.2	Asphalt Plant Inspection	
	9.2.1 Senior Technician Inspector	70.00/Hr.
9.3	Field Inspection during Paving Activities	
	9.3.1 Senior Technician Inspector	70.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring	
	9.6.1 Technician Time and Equipment	70.00/Hr.
	9.6.2 Additional Diamond Bit Charge	2.50/LI
	9.6.3 Repair of Core Hole	8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	60.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.

10.0 PILING INSPECTION		
ITEM	DESCRIPTION	UNIT FEE
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$ 65.00/Hr.



G R E S H A M
S M I T H A N D
P A R T N E R S

December 9, 2015

SCHEDULE OF RATE VALUES
Loaded Hourly Billing Rates
Oct-10
Contract No. 145-0342-CN(RW)

Gresham Smith & Partners

Title	Rate	unit
Contract Project Manager	\$ 175.00	per hour
Principal Architecture	\$ 225.00	per hour
Chief Architect	\$ 135.00	per hour
Project Coordinator Architecture	\$ 75.00	per hour
Chief Engineer	\$ 185.00	per hour
Senior Engineer	\$ 155.00	per hour
Project Engineer	\$ 145.00	per hour
Engineer	\$ 105.00	per hour
Senior Landscape Architect	\$ 175.00	per hour
Landscape Architect	\$ 145.00	per hour
Principle Planner	\$ 255.00	per hour
Planner	\$ 110.20	per hour
Designer	\$ 90.00	per hour
Senior Engineering Technician	\$ 110.00	per hour
Secretary / Clerical	\$ 70.40	per hour

Sincerely,

Todd S. Potter, PE, MBA
Senior Engineer / Project Manager

Design Services For The Built Environment

Exhibit A

Date: November 4, 2015

Loaded Hourly Salary Rates

Pinellas County

Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN)

H.W. Lochner, Inc.

Project Manager	\$207.23
Chief Engineer	\$235.29
Senior Engineer	\$192.04
Project Engineer	\$139.40
Engineer	\$122.74
Technician/Designer	\$74.97
Senior Planner	\$173.74
Planner	\$110.65
Chief Scientist	\$180.09
Senior Utility Coordinator	\$150.99
Clerical	\$69.98



Exhibit A

Schedule of Rate Values

Landscape Architectural Services:	\$ 157.50
Admin/Clerical:	\$ 61.65

Respectfully;
Terra Tectonics design group, Inc.


Jonathan H. Cooper, ASLA, ISA
Fl Reg. Landscape Architect, FL 0001123
ISA-Certified Arborist FL0948a

**EXHIBIT A
UNIVERSAL ENGINEERING SCIENCES, INC.
Tampa Regional Office
Fee Schedule**

PROFESSIONAL AND TECHNICAL SERVICES		
ENGINEERING/ENVIRONMENTAL SERVICES		
Principal Engineer, P.E./Principal Geologist, P.G.	\$180.00	per hour
Threshold Inspector, P.E., S.I.	\$130.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G.	\$110.00	per hour
Project Engineer/Manager/Scientist	\$100.00	per hour
Staff Engineer/Scientist	\$90.00	per hour
Threshold Agent / Senior Engineering Technician	\$70.00	per hour
Environmental Technician	\$75.00	per hour
Engineering Technician	\$55.00	per hour
Associate Engineering Technician	\$45.00	per hour
SUPPORT SERVICES		
CADD Operator	\$60.00	per hour
Technical Secretary	\$50.00	per hour
Automobile Mileage	\$0.50	per mile
Truck Mileage	\$0.75	per mile
DRILLING SERVICES		
Mobilization/Demobilization - Drill Rig & Crew (all rig types)		
0 - 35 miles	\$450.00	lump sum
36+ miles from Orlando (round trip travel hours)	\$200.00	per RTH
Standard Penetration Test Borings (ASTM D-1586), Truck Rig		
0 - 50 foot depth interval	\$11.00	per foot
51 - 100 foot depth interval	\$13.00	per foot
101 - 150 foot depth interval	\$15.00	per foot
Standard Penetration Test Borings (ASTM D-1586), Mud Bug Rig		
0 - 50 foot depth interval	\$13.00	per foot
51 - 100 foot depth interval	\$14.00	per foot
101 - 150 foot depth interval	\$16.00	per foot



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Tampa Regional Office
Fee Schedule

Cone Penetrometer Rig		
0 - 50 foot depth interval	\$14.00	per foot
51 - 100 foot depth interval	\$16.00	per foot
101 - 150 foot depth interval	\$20.00	per foot
Note: Mobilization charge for cone penetrometer will be determined based upon rig used.		
Dissipation Testing	\$220.00	per hour
Difficult Access and Moving Track Rig between Borings	\$220.00	per hour
Grouting SPT Boreholes	\$5.00	per foot
Installation of Temporary Steel Casing (0 to 100 feet)	\$7.00	per foot
Undisturbed Thin-Walled Tube Sampling	\$100.00	per tube
Auger Boring (minimum 100 feet per job)	\$9.00	per foot
Manual Auger Borings	\$8.00	per foot
Muck Probing		
2-Man Crew (\$350 minimum)	\$110.00	per hour
3-Man Crew (\$500 minimum)	\$150.00	per hour
Permeability Tests - Field	\$450.00	each
LABORATORY TESTING		
Atterberg Limits		
Liquid Limit and Plastic Limit	\$95.00	per sample
Grain Size Distribution	\$45.00	per sample
Percent Fines (Wash No. 200 Sieve)	\$35.00	per sample
Hydrometer Analysis with Grain Size Distribution	\$110.00	per sample
Organic Content Determination	\$40.00	per sample
Moisture Content	\$10.00	per sample
Specific Gravity (fine aggregate/soil)	\$75.00	per sample
Specific Gravity (coarse aggregate)	\$115.00	per sample



EXHIBIT A
UNIVERSAL ENGINEERING SCIENCES, INC.
Tampa Regional Office
Fee Schedule

Consolidation	\$500.00	per sample
with Hysteresis Loop	\$100.00	per loop
Permeability Tests - Laboratory		
Granular Soil (Constant Head)	\$140.00	per sample
Cohesive Soil (triaxial, back pressure saturated)	\$300.00	per sample
Triaxial Compression Test (R, S, T; included mohrs circle)	\$400.00	per sample
with Back Pressure Saturation and pore pressure measurements, add	\$300.00	per sample
Unconfined Compression Tests	\$100.00	per sample
pH	\$40.00	per sample
Resistivity	\$55.00	per sample
Chloride	\$45.00	per sample
Sulfate or Sulfide	\$45.00	per sample
Corrosion Resistance (pH, R, Cl, Su)	\$155.00	per sample
Turbidity (sample FOB Laboratory)	\$40.00	per sample
SOILS TESTING		
Field Density Tests (minimum 5 tests per trip)	\$22.00	each
Florida Bearing Value (FBV)	\$35.00	per sample
Florida Bearing Value Determination of Blend Proportions	\$275.00	per sample
Limerock Bearing Ratio (LBR), 5 point	\$275.00	per sample
Standard or Modified Proctor	\$80.00	per sample
Double Ring Infiltrometer Test	\$425.00	each
Soil-Cement, Field Inspection and Testing (minimum \$250 per day)	\$0.35	per square yard
Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FDOT Method)	\$1,000.00	per mix
Soil-Cement, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	\$500.00	per mix
Soil-Cement Compressive Strength (3 pills)	\$60.00	per set
Each Additional Pill	\$20.00	each
Soil-Cement Field Proctor	\$65.00	each
Relative Density Test (Minimum - Maximum)	\$185.00	each
California Bearing Ratio	\$300.00	per sample
Soil Plate Load Tests (ASTM)	\$900.00	each



EXHIBIT A
UNIVERSAL ENGINEERING SCIENCES, INC.
Tampa Regional Office
Fee Schedule

CONCRETE TESTING SERVICES		
Concrete Cylinders		
Making and Testing Cylinders, Including Slump Test (4 cylinders or less per set)	\$85.00	per set
Compression Tests of 6" x 12" Cylinders (FOB Laboratory)	\$15.00	per cylinder
Additional Cylinders	\$15.00	per cylinder
Extra Slump Tests	\$18.00	each
Air Content Tests	\$22.00	each
Making and Testing Flexural Beams, 3 beams per set	\$175.00	per set
Concrete Coring		
Mobilization for Coring	\$125.00	per trip
Obtaining and Testing Concrete Cores	\$95.00	each
Patching Cored Holes	\$15.00	each
Concrete Ready Mix Plant or Job Inspection	\$55.00	per hour
Sieve Analysis, Fine Aggregate	\$50.00	per sample
Sieve Analysis, Coarse Aggregate	\$80.00	per sample
Absorption	\$45.00	per sample
Specific Gravity	\$75.00	per sample
Unit Weight	\$35.00	per sample
Material Finer than No. 200 Sieve	\$30.00	per sample
Organic (Colometric ASTM C-40)	\$45.00	per sample
Salt Content	\$45.00	per sample
Los Angeles Abrasion	\$525.00	per sample
Soundness (5 cycle sodium sulphate)	\$450.00	per sample
Soundness (5 cycle magnesium sulphate)	\$425.00	per sample
Floor Flatness/Levelness:		
Equipment Charge	\$150.00	each
Up to 20,000 square feet	\$1,000.00	each
From 20,000 square feet to 40,000 square feet	\$1,200.00	each



EXHIBIT A
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Tampa Regional Office
Fee Schedule

Greater than 40,000 square feet	\$1,500.00	each
In-Situ Testing (Swiss Hammer, Windsor Probe, etc.): Calibration & Equipment Usage Minimum 4-Hours	\$85.00	per hour
Windsor Probe Shots	\$25.00	per shot
Moisture Emissions	\$35.00	per kit
Moisture Emissions: Trip 1: Kit Installation (minimum 4 hours) Trip 2: Kit Pick-Up & Calculations (minimum 4 hours)	\$65.00	per hour
MASONRY TESTING SERVICES		
Compressive Strength, ASTM C-140	\$50.00	each
Absorption and Moisture Content, ASTM C-140	\$50.00	each
Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$400.00	per set
Compressive Strength of Hollow Masonry Prisms, ASTM E-477	\$80.00	per prism
Compressive Strength of Grouted Masonry Prisms	\$120.00	per prism
Molding and Testing 2" Masonry Mortar Cubes, set of 3	\$80.00	per set
Making and Testing 3½" x 3½" x 7" Grout Prisms, set of 3	\$110.00	per set
ASPHALTIC CONCRETE TESTING SERVICES		
Asphaltic Concrete Plant Inspection (FDOT Certified)	\$65.00	per hour
Extraction and Gradation	\$170.00	per sample
Marshall Stability (FOB Laboratory)	\$100.00	per sample
Asphaltic Concrete Mix Design (including void analysis and family of curves)	\$800.00	per mix
Coring Pavement to Obtain Density and Thickness Samples (mobilization fee \$110)	\$60.00	per sample
Laboratory Testing of Asphaltic Cores for Density	\$30.00	per core
STRUCTURAL STEEL/METALS		
Inspection of Structural Steel and Fireproofing (weld, bolts, decking)	\$300.00	per inspection
Senior Certified Welding Inspector (SCWI)	\$90.00	per hour
Certified Welding Inspector (CWI)	\$75.00	per hour
Non-Destructive Testing Equipment Usage Charge*		
Ultrasonic	\$135.00	per day



**EXHIBIT A
UNIVERSAL ENGINEERING SCIENCES, INC.
Tampa Regional Office
Fee Schedule**

Magnetic Particle	\$85.00	per day
Dye Penetrant	\$85.00	per day
* in addition to hourly technician charge		
STRUCTURAL INSPECTION		
Reinforcing Steel Inspector (\$220 minimum)	\$70.00	per hour
Equipment Usage (James R. Meter - 4 Hour minimum)	\$15.00	per hour
Inspection and Analysis of Built-Up Roofing		
Monitoring Construction	\$60.00	per hour
Analysis of New Built-Up Roofing Components (ASTM D-3617) - cutting and patching by contractor	\$90.00	per sample
Analysis of Existing Built-Up Roofing Components (ASTM D-2829)	\$360.00	per sample
Special Testing Services		
Vibration Monitoring Equipment*	\$1,400.00	per month
\$740.00 per month		
Ultrasonic Testing of Concrete	\$85.00	per hour
Pulse Velocity Testing	\$90.00	per hour
Floor Flatness and Levelness Profiler (dipstick)	\$725.00	per area
* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.		
Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Inspection	\$75.00	per hour
Infrared Thermography of CMU Filled Cells & Moisture Intrusion - Equipment Charge	\$125.00	each

WELL CONSTRUCTION/INSTALLATION CATEGORIES				
	TEMPORARY		PERMANENT	
DEPTH	FLIGHT AUGER	HSA WITH SANDPACK	STEEL PROTECTOR	MANHOLE
10'	\$350/l.s.	\$30/ft.	\$40/ft.	\$45/ft.
10'DDD15'	\$350	\$30/ft.	\$35/ft.	\$40/ft.
15'DDD20'	\$350	\$30/ft.	\$35/ft.	\$40/ft.
20'DDD30'	n/a	\$30/ft.	\$35/ft.	\$35/ft.



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UNIVERSAL ENGINEERING SCIENCES, INC.
Tampa Regional Office
Fee Schedule**

30'DDD40'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
40'DDD50'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
50'DDD60'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
6"	Surface Casing For Deep & Intermediate Wells		\$65.00	per foot





STANDARD FEE SCHEDULE
Scheda Ecological Associates, Inc.

January – December 2016

Classification	Hourly Rate
Expert Witness	\$175.00
Principal Scientist	\$160.00
Senior Scientist IV	\$135.00
Senior Scientist III	\$125.00
Senior Scientist II	\$110.00
Senior Scientist I	\$100.00
Environmental Scientist II/III	\$90.00
Environmental Scientist I	\$85.00
Senior CAD Designer	\$85.00
GIS Specialist	\$80.00
Environmental Technician	\$60.00
Clerical	\$55.00

Depths ≤ 30 Feet	Hourly Rate
Environmental Scientist	\$137.50
Senior Scientist	\$162.50
Depths > 30 Feet	
Environmental Scientist	\$175.00
Senior Scientist	\$200.00

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 145-0342-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Dewberry Engineers Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Dewberry Engineers Inc.

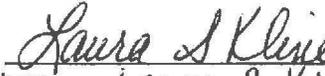
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Kevin E. Knudsen, P.E.
Title: Vice President Date: 11/16/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Laura S. Kline
Title: Assist. Secretary Date: 11/16/15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: 
Office of the County Attorney



Dewberry Engineers Inc. | 813.225.1325
1000 North Ashley Drive, Suite 801 | 813.225.1385 fax
Tampa, FL 33602 | www.dewberry.com

December 8, 2015

Pinellas County Purchasing
Attn: Rianner B. Woodard, Procurement Analyst Coordinator
400 S. Fort Harrison Avenue
6th Floor
Clearwater, FL 33756

RE: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
Contract Number 145-0342-CN(RW)

Dear Ms. Woodard,

Please find attached our revised Billing Rates (Exhibit A) for our staff and those of our Subconsultants (Tierra, Inc., Burton & Associates, RTD Group, VIBE, and Peter F. Keenan) for the above referenced contract, using the rates you proposed on December 7, 2015.

We appreciate this opportunity and look forward to working with you in the future. Please contact me at 321-354-9670 if you have any questions or need any further information.

Sincerely,

Dewberry

A handwritten signature in blue ink that reads "Laura S. Kline".

Laura S. Kline
Sr. Business Manager

EXHIBIT A**Dewberry****PINELLAS COUNTY
145-0342 CN(RW)
NEGOTIATED BILLABLE HOURLY RATES**

JOB CLASSIFICATION	BILLABLE RATE/HOUR
Principal - QA/QC	\$276.07
Principal in Charge	\$234.24
Project Manager	\$179.10
Senior Architect	\$210.74
Project Architect	\$110.63
Sr. Construction Professional	\$180.51
Construction Professional	\$138.92
Senior Civil Engineer	\$185.82
Project Civil Engineer	\$104.66
Sr. Environmental Scientist	\$175.83
Environmental Scientist	\$116.80
Sr. Structural Engineer	\$206.45
Project Structural Engineer	\$138.04
Sr. Water Resources Engineer	\$210.57
Senior Engineer	\$194.80
Project Engineer	\$141.23
Engineer	\$117.78
Engineer Intern	\$95.57
Senior Planner	\$173.92
Project Planner	\$106.64
Senior GIS Specialist	\$196.71
Project GIS Specialist	\$116.80
Senior Engineering Technician	\$116.80
CADD Technician	\$92.70

Exhibit A continued

JOB CLASSIFICATION	BILLABLE RATE/HOUR
Senior Surveyor & Mapper	\$170.10
Surveyor & Mapper	\$148.66
2-Person Survey Field Crew	\$145.00
3-Person Survey Field Crew	\$175.00
4-Person Survey Field Crew	\$200.00
Survey Technician	\$95.56
Utility Coordinator	\$138.04
Utility Technician	\$75.05
1-Person Utility Designator w/GPR	\$120.00
2-Person Utility Designate Crew w/GPR	\$175.00
3-Person Utility Designate Crew w/GPR	\$225.00
3-Person Utility SUE Crew w/Vac Truck	\$225.00
3D Laser Scanner w/Survey Technician	\$130.00
Sr. Public Information Officer	\$182.44
Public Information Officer	\$138.04
Administrative/Clerical	\$74.42

These hourly rates are fully loaded and include all labor, direct/indirect overhead, margins/profit, and customary expenses as required by Pinellas County. These rates are valid for the 5 year term of this contract.

Please note: This rate schedule includes all labor categories for Dewberry personnel and may include work performed by affiliate companies to Dewberry Engineers Inc., to include Dewberry Consultants LLC and Dewberry Architects Inc.

<i>From Tierra Independent Audit</i>	
Over head	164.75%
FCCM	1.732%
Direct Expense	6.69%
Base Multiplier	2.732
Percent Profit	12.0%
Proposed Project	3.060 Multiplier

Notes

(1) Unloaded Rates derived from Tierra Certified Wage Form

Job Classifications		Tierra Inc	Tierra Inc	Loaded Hourly	Loaded Hourly	Proposed Rates
		Current Salary ⁽¹⁾ Minumum	Current Salary ⁽¹⁾ Maximum	Rate Minumum	Rate Maximum	
Project Manager	Hour	\$62.50	\$62.50	\$191.22	\$191.22	166.50*
Senior Engineer	Hour	\$62.55	\$62.55	\$191.37	\$191.37	171.00*
Chief Scientist	Hour	\$45.68	\$53.85	\$139.76	\$164.76	137.04*
Senior Project Engineer	Hour	\$48.16	\$55.56	\$147.35	\$169.99	141.64*
Geotechnical Engineer	Hour	\$40.38	\$42.27	\$123.54	\$129.33	113.81*
Engineering Intern	Hour	\$30.98	\$32.18	\$94.78	\$98.46	\$96.62
Senior Scientist	Hour	\$37.80	\$37.80	\$115.65	\$115.65	\$115.65
Designer	Hour	\$28.00	\$33.00	\$85.67	\$100.96	\$93.32
Sr Engineering Technician	Hour	\$27.00	\$27.00	\$82.61	\$82.61	\$82.61
Geotechnical Technician	Hour	\$21.70	\$21.70	\$66.39	\$66.39	\$66.39
Secretary/Clerical	Hour	\$29.05	\$29.05	\$88.88	\$88.88	\$72.00

* Rate Reductions Requested by Pinellas County

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout/Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

BURTON & ASSOCIATES

December 7, 2015

Ms. Laura S. Kline
Senior Business Manager
Dewberry
520 South Magnolia Avenue
Orlando, Florida 32801

Re: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic
Engineering (145-0342-CN)

Dear Ms. Kline:

As requested, Burton & Associates is pleased to our proposed fully loaded hourly rates by consulting category for services to be provided under the Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN).

Technical Advisor: \$250.00
Project Manager: \$204.75
Lead Consultant: \$175.00
Project Analyst: \$125.00

We appreciate the opportunity to be of service to you and the County, and look forward to the possibility of working with you under this contract. If you have any questions, please do not hesitate to call me at (813) 443-5138.

Very truly yours,



Andrew J. Burnham
Senior Vice President

Burton & Associates

1000 N. Ashley Drive, Suite 513 • Tampa, Florida 33602 • Phone (813) 443-5138 • Fax (813) 443-8289
E-mail: aburnham@burtonandassociates.com

Page 1

RTD Group

1957 Arrowhead Drive N.E., Suite 200
St. Petersburg, Florida 33703

Pinellas County General Engineering Contract #001145

Chief Engineer	\$220.00 / hour
Senior Engineer	\$165.00 / hour
Project Manager	\$180.00 / hour
Appraiser	\$150.00 / hour
Relocation Agent	\$140.00 / hour
Acquisition Agent	\$140.00 / hour
Chief Planner	\$220.00 / hour
Clerical	\$ 70.40 / hour

These rates are published and effective from November 1, 2015 to November 30, 2020, and include raw labor costs, benefits, overhead, direct project expenses, and profit margin. Rate schedule revised December 8, 2015.

rdoyle@rtdgroup.us

727-430-3552

727-521-3822 (Fax)

www.rtdgroup.us



EXHIBIT A

November 2, 2015

TITLE	FULLY-BURDENED RATE
Chief Engineer	\$ 230.70
Principal Engineer	\$ 238.20
Senior ITS Specialist	\$ 225.00
Senior Engineer	\$187.50
Project Engineer	\$130.05
Engineer	\$ 90.60
Designer	\$ 75.30
Traffic/ITS Systems Analyst	\$ 126.00
Engineer Intern	\$ 78.30
Administrative Assistant	\$ 51.00

Peter F. Keenan Landscape Architect · Certified Arborist · LEED® AP
7026 Gosling Terrace, Bradenton, Florida 34203 941-356-2746 keenanp33@yahoo.com

November, 2015

**Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
(145-0342-CN)**

Hourly Rates

Senior Project Landscape Architect	\$120.00
Landscape Architect/Planner	\$85.00
CAD Designer	\$65.00
Administrator/Clerical	\$40.00

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and DRMP, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

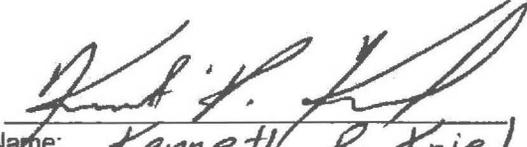
This Agreement shall be governed by the laws of the State of Florida.

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

Firm Name

DRMP Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name:

Kenneth R. Friel

Title:

Vice President

Date:

11/11/15

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name:

Mary E. Dent

Title:

Office Manager

Date:

11/11/15

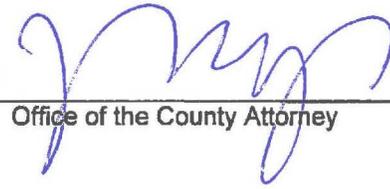
By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

Exhibit "A"
Effective February 6, 2015

Administrative/Office Support		GIS	
Administrative Support I	\$50.00	GIS Technician	\$55.00
Administrative Support II	\$60.00	GIS Analyst	\$80.00
Administrative Support III	\$70.00	Expert Witness	
Administrative Support IV	\$70.40	Expert Witness Research	\$145.00
Senior Administrative Support	\$97.75	Expert Witness Testimony	\$250.00
Senior Administrative Supervisor	\$120.00	Survey	
Administrative Department Manager	\$160.00	2-Man Survey Crew	\$130.00
Reproduction Support	\$60.00	3-Man Survey Crew	\$150.00
Information Systems I	\$95.00	4-Man Survey Crew	\$195.00
Information Systems II	\$105.00	5-Man Survey Crew	\$230.00
Graphic Design		1-Man Robotic/GPS Crew	\$135.00
Graphic Designer I	\$55.00	2-Man Robotic/GPS Crew	\$150.00
Graphic Designer II	\$75.00	Surveyor in Training / Technician I	\$65.00
Graphic Designer III	\$120.00	Surveyor in Training / Technician II	\$75.00
Technical Writing		Surveyor in Training / Technician III	\$85.00
Technical Writer I	\$50.00	Surveyor in Training / Technician IV	\$95.00
Technical Writer II	\$65.00	Surveyor in Training / Technician V	\$100.00
Technical Writer III	\$85.00	Professional Surveyor & Mapper I	\$105.00
Public Relations		Professional Surveyor & Mapper II	\$115.00
Public Relations I	\$95.00	Professional Surveyor & Mapper III	\$135.00
Engineering		Professional Surveyor & Mapper IV	\$155.00
Engineering Technician I	\$50.00	Professional Surveyor & Mapper V	\$171.00
Engineering Technician II	\$60.00	Subsurface Utility	
Engineering Technician III	\$65.00	1-Man Utility Designate/Locate Crew	\$100.00
Engineering Technician IV	\$75.00	2-Man Utility Designate/Locate Crew	\$140.00
Engineering Technician V	\$85.00	3-Man Vacuum Excavation S.U.E. Crew	\$205.00
Engineering Technician VI	\$100.00	4-Man Vacuum Excavation S.U.E. Crew	\$240.00
Engineer I	\$80.00	SUE Project Manager	\$135.00
Engineer II	\$85.00	Utility Locate Technician	\$80.00
Engineer III	\$90.00	Planning	
Engineer IV	\$95.00	Planner I	\$75.00
Engineer V (P.E.)	\$105.00	Designers	
Engineer VI (P.E.)	\$115.00	Designer I	\$90.00
Engineer VII (P.E.)	\$125.00	Designer II	\$95.00
Engineer VIII (P.E.)	\$135.00	Designer III	\$105.00
Chief Engineer I (P.E.)	\$160.00	Designer IV	\$115.00
Chief Engineer II (P.E.)	\$170.00	Management	
CEI		Project Manager I	\$95.00
Inspector I	\$45.00	Project Manager II	\$100.00
Inspector II	\$65.00	Project Manager III	\$110.00
Inspector III	\$75.00	Senior Project Manager I	\$135.00
Senior Inspector I	\$80.00	Senior Project Manager II	\$150.00
Senior Inspector II	\$90.00	Senior Project Manager III	\$170.00
Senior Inspector III	\$95.00	Senior Project Manager IV	\$200.00
Project Admin/CSS	\$90.00	Chief Project Manager I	\$120.00
Inspection Manager	\$135.00	Chief Project Manager II	\$130.00
Senior Project Administrator	\$150.00	Department Managers I	\$170.00
Resident Engineer	\$200.00	Department Managers II	\$210.00
Environmental		Division Managers	\$220.00
Environmental Scientist I	\$65.00	Principals	\$275.00
Environmental Scientist II	\$80.00		
Environmental Scientist III	\$95.00		
Senior Ecologist	\$120.00		

Exhibit A

PlaceMaker Design Studio, LLC Schedule of Rate Values

September 30, 2015

LA Landscape Architecture Consultant \$110.00/Hr.

Hourly rate include all labor, direct / indirect overhead, margins/profits, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.



EXHIBIT A

November 2, 2015

TITLE	FULLY-BURDENED RATE
Chief Engineer	\$ 230.70
Principal Engineer	\$ 238.20
Senior ITS Specialist	\$ 225.00
Senior Engineer	\$187.50
Project Engineer	\$130.05
Engineer	\$ 90.60
Designer	\$ 75.30
Traffic/ITS Systems Analyst	\$ 126.00
Engineer Intern	\$ 78.30
Administrative Assistant	\$ 51.00



Exhibit A

Wannemacher Jensen Architects, Inc.

Hourly Rates

Principals	\$236.00
Associate Architect, Engineer or Registered Designer	\$151.00
Intern Architect	\$100.00
Administrative	\$75.00

“Exhibit A”

November 3, 2015

Scott Garth, PE, LEED AP
DRMP, Inc.
15310 Amberly Drive, Suite 200
Tampa, FL 33647

SGarth@drmp.com

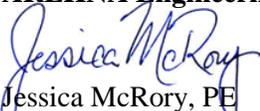
**Subject: AREHNA Engineering - Schedule of Rate Values
Pinellas County - Roadways, Drainage, Structural, Civil and Traffic Engineering
RFP Number: 145-0342-CN(RW)**

AREHNA Engineering is pleased to provide this letter of Schedule of Rate Values for the referenced contract. We will support the DRMP Team with geotechnical engineering and testing services.

Position Classification	Hourly Rate
Senior Geotechnical Engineer	\$ 148.00
Geotechnical Engineer	\$ 110.00
Staff Engineer	\$ 95.00
Engineering Tech	\$ 48.00
Senior Engineering Tech	\$ 58.00
CADD Technician	\$ 65.00
Clerical/Secretary	\$ 54.00

If you have any questions or need any further information, please do not hesitate to contact me at 813-944-3464.

Respectfully Submitted,
AREHNA Engineering, Inc.



Jessica McRory, PE
President



Exhibit A

2201 N.W. 40th TERRACE
GAINESVILLE, FLORIDA 32605-3574
TEL: 386-256-1477
FAX: 855-281-6884

www.appliedtm.com

November 4, 2015

Scott Garth, PE
DRMP, Inc.
15310 Amberly Drive, Suite 200
Tampa, FL 33647

Re: Pinellas County Rate Structure

Dear Scott:

Attached please find our fully loaded rate structure for the Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN).

Principal	\$200.00
Senior Engineer	\$170.00
Staff Engineer	\$150.00
Associate Engineer	\$130.00
GIS/CADD Tech	\$90.00
Technical Editor	\$90.00
Clerical	\$50.00

Please feel free to call or email me with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read 'S. Peene', is written over a horizontal line.

Steven J. Peene
Vice President

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 145-0342-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Environmental Consulting & Technology, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Environmental Consulting & Technology, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: *Gary P. Uebelker*
Print Name: GARY UEBELKER
Title: SR. VICE-PRESIDENT Date: 11/14/15

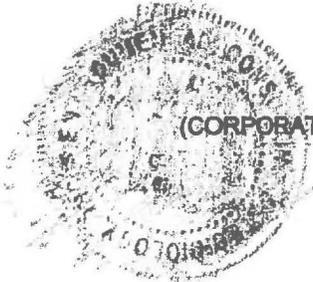
By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Katherine H. Pierce*
Print Name: Katherine H. Pierce
Title: Senior V.P. Date: 11/16/15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney

**EXHIBIT A
ENVIRONMENTAL CONSULTING & TECHNOLOGY, INC.
PROFESSIONAL SERVICES FEE SCHEDULE**

**Pinellas County Contract
for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN)
(Revised December 9, 2015)**

<u>Labor Classification</u>	<u>Rate Per Hour</u>
Senior Principal Scientist/Engineer	\$ 230.00
Principal Scientist/Engineer; Certified Industrial Hygienist	\$ 225.00
Senior Engineer III	\$ 195.65
Senior Scientist III	\$ 139.75
Senior Engineer II	\$ 194.00
Senior Scientist II	\$ 138.00
Senior Engineer I	\$ 170.00
Senior Scientist I	\$ 136.00
Staff Engineer III	\$ 160.00
Staff Scientist III	\$ 134.00
Staff Engineer II	\$ 150.00
Staff Scientist II	\$ 132.00
Staff Engineer I; Senior GIS Analyst	\$ 140.00
Staff Scientist I	\$ 131.00
Senior Associate Scientist/Engineer III	\$ 130.00
Senior Associate Scientist/Engineer II	\$ 125.00
Senior Associate Scientist/Engineer I; Field Services Manager	\$ 120.00
Associate Engineer III; GIS Analyst	\$ 115.00
Associate Scientist III	\$ 102.35
Associate Scientist/Engineer II; Senior CAD Technician	\$ 105.00
Associate Scientist/Engineer I	\$ 95.00
Senior Project Coordinator	\$ 95.00
GIS Operator Technician	\$ 90.00
Senior Technician; CAD Operator Technician	\$ 90.00
Project Coordinator	\$ 90.00
Technician	\$ 65.00
Administrative Support	\$ 65.00

Subconsultant's Fee Schedules Provided on the Following Pages for:

- Transportation/Traffic Engineering– Faller, Davis And Associate Surveying – Northwest Engineering, Inc.
- Geotechnical Services - Professional Services Industries
- Subsurface Utility Locates – The Ash Group, Inc.
- Laboratory Analysis - Millennium Laboratories Inc.
- Landscape Design – Landscape Architect

1408 N Westshore Blvd.
Suite 115
Tampa, FL
33607

(813) 289-9338

FAX
(813) 289-9388

CERTIFIED WAGE RATE FORM

Project Name: Pinellas Co. Contract for Roadway, Drainage,
Structural, Civil and Traffic Engineering
145-0342-CN

Job Classification	Personnel	Current Salary	Percent	Hourly Rate
Roadway Engineer	Work Activities:			
	<i>Mark A. Bayer, PE</i>	184.61	40%	\$73.84
	<i>Trevor J. Hawkins, PE</i>	133.86	60%	\$80.31
	<i>Average Hourly Rate:</i>			\$154.16
Traffic Engineer	Work Activities:			
	<i>Michael J. Oates, PE</i>	208.16	60%	\$124.90
	<i>Douglas E. Williams, PE</i>	237.63	40%	\$95.05
	<i>Average Hourly Rate:</i>			\$219.95

I certify that the above information is current and accurate as of this date.

Signature: 
 Print Name: Nancy Faller Brown, P.E., President
 Date: November 2, 2015

NEI PROPOSAL NO. 151101

Client: Environmental Consulting & Technology, Inc.

Project: Pinellas Co. RFP 1450342-CN(RW) Roadways, Drainage, Structural,
Civil and Traffic Engineering Contract
11/3/2015

4-MEMBER CREW

	2015
B. Meredith, Survey Party Chief	22
M. Lockler, Instrument Oper.	15
B. Krone, Survey Rod/Chain Person	11
L. Vargas, Survey Rod/Chain Person	10
SUBTOTAL	58
Overhead: 135.63%	78.67
SUBTOTAL	136.67
Operating Margin: 13%	17.77
SUBTOTAL	154.44
FCCM: 0.422%	0.24
SUBTOTAL	154.68
Direct Expense: 2.20%	1.28
	155.96
x 8 Hour Day	\$1,247.68

3-MEMBER CREW

	2015
B. Meredith, Survey Party Chief	\$22.00
M. Lockler, Instrument Oper.	\$15.00
B. Krone, Survey Rod/Chain Person	\$11.00
SUBTOTAL	\$48.00
Overhead: 135.63%	\$65.10
SUBTOTAL	\$113.10
Operating Margin: 13%	\$14.70
SUBTOTAL	\$127.80
FCCM: 0.422%	\$0.20
SUBTOTAL	\$128.00
Direct Expense: 2.20%	\$1.06
	\$129.06
x 8 Hour Day	\$1,032.48

2-MEMBER CREW

	2015
B. Meredith, Survey Party Chief	\$22.00
M. Lockler, Instrument Oper.	\$15.00
SUBTOTAL	\$37.00
Overhead: 135.63%	\$50.18
SUBTOTAL	\$87.18
Operating Margin: 13%	\$11.33
SUBTOTAL	\$98.51
FCCM: 0.422%	\$0.16
SUBTOTAL	\$98.67
Direct Expense: 2.20%	\$0.81
	\$99.48
x 8 Hour Day	\$795.84

SENIOR PROJECT MANAGER, PLS

	2015
G. Silva, PLS, Sr. Project Manager	\$85.00
Overhead: 135.63%	\$115.29
SUBTOTAL	\$200.29
Operating Margin: 13%	\$26.04
SUBTOTAL	\$226.33
FCCM: 0.422%	\$0.36
SUBTOTAL	\$226.69
Direct Expense: 2.20%	\$1.87
	\$228.56

PROJECT SURVEYOR, PLS

	2015
M. Cook, PLS, Project Surveyor	\$44.00
Overhead: 135.63%	\$59.68
SUBTOTAL	\$103.68
Operating Margin: 13%	\$13.48
SUBTOTAL	\$117.16
FCCM: 0.422%	\$0.19
SUBTOTAL	\$117.35
Direct Expense: 2.20%	\$0.97
	\$118.32

TECHNICIAN

	2015
P. Cartwright, Technician	\$30.00
Overhead: 135.63%	\$40.69
SUBTOTAL	\$70.69
Operating Margin: 13%	\$9.19
SUBTOTAL	\$79.88
FCCM: 0.422%	\$0.13
SUBTOTAL	\$80.01
Direct Expense: 2.20%	\$0.66
	\$80.67

ADMINISTRATIVE/CLERICAL

	2015
K. Greenzweig, Admin/Clerical	\$27.00
Overhead: 135.63%	\$36.62
SUBTOTAL	\$63.62
Operating Margin: 13%	\$8.27
SUBTOTAL	\$71.89
FCCM: 0.422%	\$0.11
SUBTOTAL	\$72.00
Direct Expense: 2.20%	\$0.59
	\$72.59

Summary

4-Member Crew	\$1,247.68/day
3-Member Crew	\$1,032.48/day
2-Member Crew	\$795.84/day
Senior Proj. Manager	\$228.56/hour
Technician	\$80.67/hour
Project Surveyor, PLS	\$118.32/hour
Admin/Clerical	\$72.59/hour



Providing Solutions

**ECT Pinellas County 145-0342-CN
2015 PERSONNEL FEE SCHEDULE**

THE ASH GROUP, INC.
FORMERLY ASH ENGINEERING, INC.
5802 BENJAMIN CENTER DR., SUITE 101
TAMPA, FL 33634
P: 813.290.8899 F: 813.290.8891

www.ash-grp.com

	<u>PERSONNEL</u>	<u>HOURLY RATES</u>
	Principal	\$ 200.00
	VP or Division Manager	\$ 180.00
	Group Manager	\$ 170.00
<i>Engineer Track</i>	Project Manager/Sr. Professional Engineer	\$ 155.00
	Project Manager/Professional Engineer	\$ 133.00
	Project Engineer	\$ 100.00
<i>Scientist Track</i>	Project Manager/Sr. Scientist	\$ 122.00
	Sr. Scientist	\$ 95.00
	Project Scientist	\$ 80.00
<i>Technical Track</i>	Project Manager/Sr. Designer	\$ 120.00
	Designer	\$ 93.00
	Design Technician	\$ 82.00
	CADD Technician	\$ 70.00
<i>Field Services</i>	Sr. Field Representative	\$ 110.00
	Construction Inspector	\$ 96.00
	Team Leader	\$ 75.00
	Locator or Technician	\$ 65.00
<i>Administrative</i>	Administrative Assistant or Technical Clerical	\$ 75.00
	Clerical or Aide	\$ 55.00

Approved: Janice Sands Ash, P.E., President



THE ASH GROUP, INC.
FORMERLY ASH ENGINEERING, INC.
5802 BENJAMIN CENTER DR., SUITE 101
TAMPA, FL 33634
P: 813.290.8899 F: 813.290.8891

ECT Pinellas County 145-0342-CN
2015 FIELD SERVICES FEE SCHEDULE

www.ash-grp.com

Designating Team (Level B) – Daily Rate: \$1,405.00 per day.

This is a process of inducing a signal through a transmitter that is directly coupled to a metallic underground utility, a receiver is used to detect the transmitted signal to give a horizontal location of that utility. The path of the utility will be painted and flagged on the ground surface above the utility using the APWA color code standards. The technician will measure the location from a known feature and record information in the field book or GPS. The designating crew will have special tools and equipment on their trucks to perform designating of all known underground utilities except for MOT lane closure equipment, manhole entry equipment. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2015 Personnel Fee Schedule. There will be no mobilization cost for job located in Pinellas and Hillsborough Counties. If job site is outside the 2 counties mentioned, the hourly rate is invoiced portal to portal. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates. CADD drafting or other in-house generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Vacuum Excavation Team (Level A) – Daily Rate: \$1,775.00 per day

This is a non-destructive process of exposing underground utilities by using air and vacuum, once the utility is exposed a reference point is set directly above the utility so a measured depth can be taken from the reference point to the top of utility. A size, type, and material will also be recorded at the time of excavation. This pay item includes setup, vacuum truck technician time, and restoration of the excavation site. Depending on ground conditions the vacuum excavation may reach a depth up to 9 feet. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2015 Personnel Fee Schedule. There will be no mobilization cost for job located in Pinellas and Hillsborough Counties. If job site is outside the 2 counties mentioned, the hourly rate is invoiced portal to portal. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates. CADD drafting or other in-house generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Surveying Team – Daily Rate: \$1,200 per day. This pay item includes all travel to and from the job site in Pinellas and Hillsborough County, All work is done under the direction of a Florida State Licensed Surveyor and Mapper (PSM) a full work day consists of 8 hours. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly team leader per the 2015 Personnel Fee Schedule. CADD drafting or other in-house generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Ground Penetrating Radar (GPR) Team – Daily Rate: \$1,600 per day or \$900.00 per half day. This pay item includes all travel to and from the job site, setup, GPR equipment truck, technician time, electronic designation of the excavation site (limited to 50LF). A full work day consists of 8 hours. A half day consists of 4 hours maximum. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2012 Personnel Fee Schedule. No mobilization is required in Pinellas and Hillsborough County.

Vacuum Excavation or GPR Team Mobilization/Demobilization: \$110.00 per hour of travel to and from the site, outside of Hillsborough and Pinellas County or for any job with less than 4 vacuum test holes, regardless of location. This includes mobilization and demobilization of vacuum excavation team and equipment to job sites outside of Pinellas and Hillsborough County. This may be charged daily, if the team is required to demobilize at the end of each workday.

Manhole Set-up: \$200.00 per day per manhole. This pay item is based on a per day charge for each manhole open. It includes cage with "No Smoking within 10 Feet" signs, ventilator, trash pump, gas detector (oxygen, LEL, and others), and ladder. It includes the fee for confined space manhole entry permit, along with all personal protection equipment as required by OSHA for confined space entry.

Lane Closure Permit: \$500.00 per permit. This pay item includes services to prepare a City, County, or FDOT permit application for lane closure to perform locating services. This fee does not include any permit application fees that may be required. Ash will prepare the permit application and deliver package to the permitting agency for processing. This fee is only for initial submittal. Any response to additional information required by the agency will be performed on a time and expense basis. This pay item does not guarantee permit approval.

MOT Lane Closure: \$450.00 per day. This pay item includes all equipment to provide a safe work area while performing locates when lane closure is required. This includes only 1 electric arrow board, 4 men working signs, 2 lane closure signs, and cones or barricades. If the MOT requires additional equipment, the fees for these items will be added as a per day charge.

Approved: Janice Sands Ash, P.E., President

L.A. Design, Incorporated

Standard Hourly Rate Schedule

Position	Loaded Billing Rate
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Principal Landscape Architect	\$ 150.00
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Senior Landscape Architect QC	\$ 160.00
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Landscape Architect	\$ 120.00
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Chief Scientist	\$ 150.00
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Senior Designer	\$ 90.00
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Nov 4, 2015

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

Note the required insurance limits for this contract

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

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Faller, Davis & Associates, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Faller, Davis & Associates

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Nancy Faller Brown
Title: President Date: 11/16/15

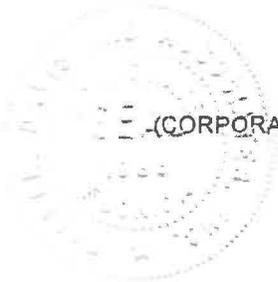
By: _____
Chairman Date: _____

ATTEST:

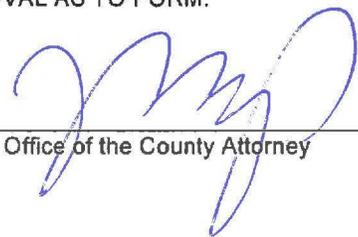
ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Adilene Silva-Velez
Title: Administrative Assistant Date: 11-16-15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: 
Office of the County Attorney

PINELLAS COUNTY ENGINEERING & TECHNICAL SUPPORT
RFQ # 145-0342-CN

EXHIBIT A
SCHEDULE OF RATE VALUES

Project Manager	\$210.00
Chief Engineer	\$241.92
Senior Engineer	\$195.30
Project Engineer	\$134.00
Engineer	\$118.00
Engineering Intern	\$104.00
Senior Technician	\$92.00
Technician	\$82.00
Chief Scientist	\$213.30
Senior Scientist	\$141.00
Scientist	\$83.00
Senior Environmental Inspector	\$115.00
Clerical	\$70.00

Revised 12/9/2015



CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

October 2015

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Technician	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$170.00
Surveyor & Mapper	\$130.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50



Patel, Greene, and Associates, PLLC

EXHIBIT A

Senior Engineer: \$197.12

Senior Designer: \$132.92

Engineering Intern: \$92.02

Secretary/Clerical: \$70.40



KNK Engineering Consulting Corp

7380 West Sand Lake Road, Suite 500
Orlando, Florida 32819
Phone: 407-716-7780; Fax: 727-475-5933
www.knkengineering.com

Exhibit A

Schedule of Rate Values

Electrical Engineer: \$125/Hour

CAD Technician: \$65/Hour



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**Note the required insurance limits for this contract**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and H.W. Lochner Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name H.W. Lochner, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Donald Skelton*
Print Name: Donald J. Skelton, P.E.
Title: Vice President Date: 11/9/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Barbara J. Clemens Novak*
Print Name: Barbara J. Clemens Novak
Title: Corporate Secretary Date: 11/9/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)



APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney

Exhibit A

Date: December 9, 2015

Loaded Hourly Salary Rates

Period of Service: December 9, 2015 thru December 31, 2020

Pinellas County

Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN)

H.W. Lochner, Inc. (Prime Consultant)

Project Manager	\$207.23
Chief Engineer	\$235.29
Senior Engineer	\$192.04
Project Engineer	\$139.40
Engineer	\$122.74
Technician/Designer	\$74.97
Senior Planner	\$173.74
Planner	\$110.65
Chief Scientist	\$180.09
Senior Utility Coordinator	\$150.99
Clerical	\$69.98

Sub-Consultants:

Archaeological Consultants Inc.

Project Manager	\$202.65
Principal Investigator	\$202.65
Architectural Historian	\$79.80
Project Archaeologist	\$88.00
GIS/Design Technician	\$79.05
Technician	\$50.85
Clerical	\$61.85

Adams Traffic, Inc.

Senior Traffic Engineer	\$213.61
Engineering Technician	\$71.73
Clerical	\$63.68

Cumbey & Fair, Inc.

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Tech	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$170.00
Surveyor & Mapper	\$130.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50

Interflow Engineering, LLC

Principal Engineer	\$180.00
Project Manager/Sr. Engineer	\$162.00
Professional Engineer	\$137.00
Project Engineer/Hydrologist	\$115.00
Cadd Designer	\$100.00
Engineer-in-Training	\$88.00
Cadd Technician	\$75.00
Field Technician	\$65.00
Clerical	\$54.00

KB Environmental Sciences, Inc.

Chief Scientist	\$163.00
Senior Scientist	\$131.00
Scientist	\$76.00
Secretary/Clerical	\$64.00
Technician Aide	\$36.00

L.A. Design, Inc.

Princ. Landscape Architect	\$150.00
Senior Landscape Architect	\$160.00
Landscape Architect	\$120.00
Chief Scientist	\$150.00
Senior Designer	\$90.00

Omni Communications, Inc.

3 Person Locating Crew	\$1953.04 (daily)
3 Person Designating Crew	\$2152.96 (daily)
Senior Utility Coordinator	\$139.00

Utility Coordinator	\$125.00
Public Information	\$120.00
Cadd Designer	\$90.00
Senior Surveyor & Mapper	\$155.00
Surveyor & Mapper	\$125.00
3 Person Survey Crew	\$1625.25 (daily)
Secretary/Clerical	\$72.00

RTD Group

Chief Engineer	\$220.00
Senior Engineer	\$165.00
Project Manager	\$180.00
Appraiser	\$150.00
Relocation Agent	\$140.00
Acquisition Agent	\$140.00
Chief Planner	\$220.00
Clerical	\$70.40

Tierra, Inc.

Project Manager	\$166.50
Senior Engineer	\$171.00
Chief Scientist	\$137.04
Senior Project Engineer	\$141.64
Geotechnical Engineer	\$113.81
Engineering Intern	\$96.62
Senior Scientist	\$115.65
Designer	\$93.32
Sr. Engineering Technician	\$82.61
Geotechnical Technician	\$66.39
Secretary/Clerical	\$72.00

Tierra Inc. Fee Schedule

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Tierra Inc. Fee Schedule

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open – End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Tierra Inc. Fee Schedule

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring – 4” Dia	Each	\$ 110.00
306-Concrete Pavement Coring – 6” Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression – Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation – Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation – Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Tierra Inc. Fee Schedule

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**Note the required insurance limits for this contract**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and HDR Engineering, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name

HDR Engineering

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Christine J. Keenan*

Print Name: *Christine J. Keenan*

Title: *Vice President*

Date: *Nov. 2015*

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: *Bonnie J. Kudron*

Print Name: *Bonnie J. Kudron*

Title: *Asst. Secretary*

Date: *11/10/15*

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *[Signature]*

Office of the County Attorney



REVISED Audit Package - Exhibit A Submittals
Roadways, Drainage,
Structural, Civil and Traffic
Engineering

RFP Number: 145-0342-CN(RW)

Pinellas County, FL



December 11,
2015





HDR ENGINEERING, INC.



EXHIBIT A

HDR Engineering, Inc.

Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering

Contract: 145-0342-CN-RW

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Senior Project Manager/Principal	\$260.00
Chief Engineer	\$228.00
Chief Planner	\$244.00
Project Manager	\$208.00*
Senior Engineer	\$196.00*
QC Manager	\$168.00
Railroad Coordinator	\$262.00
Senior Planner	\$176.00
Chief Scientist	\$162.00
Project Engineer II	\$165.00
Appraiser	\$156.00
Multimedia Specialist	\$146.00
Senior Designer	\$134.00
Project Engineer	\$141.12
Landscape Architect	\$152.00
Senior Utility Coordinator	\$123.00
Construction Project Administrator	\$130.00
Senior Scientist	\$134.00
Designer	\$108.00
Senior Accountant	\$116.00
Engineering Intern	\$96.00
GIS Specialist	\$94.00
Senior Engineering Technician	\$90.00
Contract Coordinator	\$88.00
Inspector	\$82.00
Secretary/Clerical	\$70.00
Engineering Technician	\$75.00

*Pinellas County Counter Offer Accepted



ACI, INC.



ARCHAEOLOGICAL CONSULTANTS INC.

FEID No. 59-1712538

Schedule of Rate Values Effective - January 1, 2015

Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering
Contract: 145-0342-CN (RW)

Job Classifications * *	Proposed Rates *
1. Project Manager	\$202.65
2. Principal Investigator	202.65
3. Architectural Historian	79.80
4. Project Archaeologist	88.00
5. GIS/Design Technician	79.05
6. Technician	50.85
7. Clerical	61.85

* These rates are fully loaded (burdened), including all labor, direct/indirect overhead, margins/profit, and customary expenses.

*** * Equivalent FDOT Staff Classifications:**

- | | |
|-------------------------|-----------------------|
| 1. Project Manager | 5. GIS Specialist |
| 2. Chief Scientist | 6. Archaeologist |
| 3. Scientist | 7. Secretary/Clerical |
| 4. Senior Archaeologist | |



ADAMS TRAFFIC, INC.

Adams Traffic, Inc.

P.O. Box 997, Plant City, FL 33564
tel: 813-763-7763 fax: 813-659-8688
e-mail: adamstraffic@aol.com

FEE SCHEDULE

Date Prepared: November 2, 2015

Provided to: HDR, Inc.

Project: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic
Engineering (145-0342-CN)

Prepared by: Nancy Adams, P.E.

Hourly Loaded Billable Rates:

Senior Traffic Engineer	\$213.61
Engineering Technician	\$71.73
Clerical	\$63.68



CUMBEY & FAIR, INC.



CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

October 2015

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Technician	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$170.00
Surveyor & Mapper	\$130.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50



GEORGE F. YOUNG, INC.

299 Dr. Martin Luther King, Jr. St. N.
P. O. Box 683
St. Petersburg, Florida 33731-0683
(727) 822-4317 Fax (727) 822-2919



George F. Young, Inc.

Turning Vision Into Reality

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

EXHIBIT A

George F. Young, Inc.
Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil Traffic Engineering
Contract: 145-0342-CN (RW)

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Utility Project Manager	\$160.59
Sr Surveyor & Mapper	\$170.32
Surveyor & Mapper	\$132.62
Survey Technician	\$74.62
Party Chief	\$73.00
Instrument Person	\$50.70
Rodperson	\$40.55
Utility Locator	\$69.75
Utility Technician	\$45.42
Survey Field Crews	
1 Person Survey Crew	\$93.00
2 Person Survey Crew	\$123.70
3 Person Survey Crew	\$164.25
4 Person Survey Crew	\$204.80
Utility Crews	
Designating Crew	\$221.31
Locating Crew	\$229.43



HARDEMAN,
KEMPTON & ASSOCIATES





EXHIBIT A

Hardeman Kempton & Associates, Inc.

Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering

Contract: 145-0342-CN (RW)

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Senior Landscape Architect	\$235.00
Landscape Architect	\$210.00
Landscape Architect Intern	\$120.00
Landscape Designer	\$105.00
Secretary/Clerical	\$50.00

HARDEMAN KEMPTON & ASSOCIATES, INC.

INTEGRITY • QUALITY • COMMITMENT

2207 W. North 'A' Street Tampa, Florida 33606-1583 813.258.0066 Fax: 813.258.1783
www.hka-design.com

An Equal Opportunity Employer



INTERA, INC.

October 30, 2015

Mari Albertson-Bonbrest
 Transportation Assistant Marketing Manager
 HDR
 5426 Bay Center Drive, Suite 400
 Tampa, FL 33609

RE: Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering, Contract: 145-0342-CN (RW)

Dear Ms. Albertson-Bonbrest,

INTERA Incorporated (INTERA) is pleased to submit the following fully burdened rate schedule. The rates are listed by staff classification. Please contact me if you require supporting.

Schedule of Rate Values

**Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering
 Contract: 145-0342-CN (RW)**

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Project Manager	\$ 201.44
Senior Engineer	\$ 174.66
Project Engineer	\$ 138.15
Engineer	\$ 121.12
Chief Engineer	\$ 224.43
Secretarial/Clerical	\$ 59.33

Sincerely,



Mark Gosselin, Ph.D., P.E.

INTERA Incorporated

Director of Hydraulics and Coastal Modeling



KB ENVIRONMENTAL SCIENCES





EXHIBIT A

KB Environmental Sciences, Inc.

Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil and Traffic Engineering

Contract: 145-0342-CN (RW)

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Chief Scientist	\$163.00
Senior Scientist	\$131.00
Scientist	\$76.00
Secretary/Clerical	\$64.00
Technician Aide	\$36.00



MC SQUARED



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00



TIERRA, INC.

<i>From Tierra Independent Audit</i>	
Over head	164.75%
FCCM	1.732%
Direct Expense	6.69%
Base Multiplier	2.732
Percent Profit	12.0%
Proposed Project	3.060 Multiplier

Notes

(1) Unloaded Rates derived from Tierra Certified Wage Form

Job Classifications		Tierra Inc	Tierra Inc	Loaded Hourly	Loaded Hourly	Proposed Rates
		Current Salary ⁽¹⁾ Minumum	Current Salary ⁽¹⁾ Maximum	Rate Minumum	Rate Maximum	
Project Manager	Hour	\$62.50	\$62.50	\$191.22	\$191.22	166.50*
Senior Engineer	Hour	\$62.55	\$62.55	\$191.37	\$191.37	171.00*
Chief Scientist	Hour	\$45.68	\$53.85	\$139.76	\$164.76	137.04*
Senior Project Engineer	Hour	\$48.16	\$55.56	\$147.35	\$169.99	141.64*
Geotechnical Engineer	Hour	\$40.38	\$42.27	\$123.54	\$129.33	113.81*
Engineering Intern	Hour	\$30.98	\$32.18	\$94.78	\$98.46	\$96.62
Senior Scientist	Hour	\$37.80	\$37.80	\$115.65	\$115.65	\$115.65
Designer	Hour	\$28.00	\$33.00	\$85.67	\$100.96	\$93.32
Sr Engineering Technician	Hour	\$27.00	\$27.00	\$82.61	\$82.61	\$82.61
Geotechnical Technician	Hour	\$21.70	\$21.70	\$66.39	\$66.39	\$66.39
Secretary/Clerical	Hour	\$29.05	\$29.05	\$88.88	\$88.88	\$72.00

* Rate Reductions Requested by Pinellas County

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**Note the required insurance limits for this contract**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and HNTB Corporation, with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

HNTB Corporation

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: Leonard C Becker
Print Name: Leonard Becker
Title: Vice President Date: 11/10/2015

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: Craig W. Denson
Print Name: Craig W. Denson
Title: Secretary Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:



By: [Signature]
Office of the County Attorney



Exhibit A

**Pinellas County Contract for Roadway, Drainage, Structural,
Civil and Traffic Engineering
Contract No.: 145-0342-CN**

HNTB's Schedule of Rates*

HNTB Classification	Fully Loaded Hourly Rates
Principal	\$ 295.00
Senior Project Manager	\$ 285.00
Chief Engineer/Planner	\$ 242.25
Senior ITS Specialist	\$ 205.00
Project Manager	\$ 185.00
ITS Specialist	\$ 180.00
Senior Engineer/Planner	\$ 172.80
ITS Inspector	\$ 165.00
Senior Project Engineer	\$ 160.00
Project Engineer	\$ 140.00
Engineer/Planner	\$ 110.40
Contract Support Specialist	\$ 110.00
Senior Technician	\$ 105.00
Scientist	\$ 101.85
Engineering/Planning Intern	\$ 85.00
Technician	\$ 75.00
Secretary/Clerical	\$ 70.00
Technician Aid	\$ 50.00

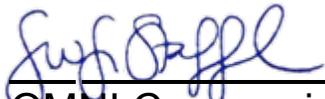
(* It is understood the above rates are fixed for the initial duration of the Contract.)

Attached are rates from subconsultants included in HNTB's Proposal, including:

- OMNI Communications, LLC
- RTD Group
- Echezabal
- MC2 Engineers

Omni Communications Schedule of Rates Exhibit "A"

Service	Unit	Rate
Sr. Utility Coordinator	Hourly	\$139.00
Secretary/Clerical	Hourly	\$72.00
Public Information	Hourly	\$120.00
Utility Coordinator	Hourly	\$125.00



OMNI Communications
President

11/4/2015
Date

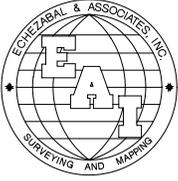
RTD Group
1957 Arrowhead Drive N.E., Suite 200
St. Petersburg, Florida 33703

Pinellas County General Engineering Contract #001145

Chief Engineer	\$220.00 / hour
Senior Engineer	\$165.00 / hour
Project Manager	\$180.00 / hour
Appraiser	\$150.00 / hour
Relocation Agent	\$140.00 / hour
Acquisition Agent	\$140.00 / hour
Chief Planner	\$220.00 / hour
Clerical	\$ 70.40 / hour

These rates are published and effective from November 1, 2015 to November 30, 2020, and include raw labor costs, benefits, overhead, direct project expenses, and profit margin. Rate schedule revised December 8, 2015.

rdoyle@rtdgroup.us
727-430-3552
727-521-3822 (Fax)
www.rtdgroup.us



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
25400 U.S. 19 North, Suite 137
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
Clearwater, FL 33763
Deland, FL 32720

Phone: 813-933-2505
Phone: 727-796-8740
Phone: 386-736-1030

Current Rates 12/7/2015

Revised from 11/4/2015

Survey Office Staff

Classification	Loaded Hourly Rate
Senior Surveyor & Mapper	\$158.43
Surveyor & Mapper	\$133.70
Survey Technician	\$100.35
Clerical	\$ 69.71
Party Chief	\$ 69.71
Instrument Person	\$ 46.74
Rod Person	\$ 38.84

Survey Field Crews

Classification	3-Person	4-Person	5-Person
Loaded Daily Rate	\$1238.31	\$1545.03	\$1851.76
Loaded Hourly Rate	\$ 154.79	\$ 193.13	\$ 231.47



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

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

Note the required insurance limits for this contract

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

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and ICON Consultant Group. Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Icon Consultant Group, Inc.

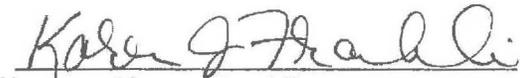
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Michael E. Mills
Title: President Date: 11/10/2015

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Karen Franklin
Title: Business Manager Date: 11/10/2015

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

icon consultant group inc
Corporate Seal
florida 1999

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



SCHEDULE OF CHARGES

PERSONNEL CHARGES

Charges for employees are as follows:

Principal / Chief Engineer	\$242.50
Senior Engineer	\$170.00
Project Engineer	\$140.65
Engineer	\$115.00
Engineer In Training	\$ 90.00
Chief Designer	\$190.00
Senior Designer	\$120.00
Designer	\$ 85.00
Senior Environmental Scientist	\$110.00
Public Information Office	\$130.00
Technician	\$ 70.00
Clerical	\$ 65.00

Exhibit "A"
Effective February 6, 2015

Administrative/Office Support		GIS	
Administrative Support I	\$50.00	GIS Technician	\$55.00
Administrative Support II	\$60.00	GIS Analyst	\$80.00
Administrative Support III	\$70.00	Expert Witness	
Administrative Support IV	\$70.40	Expert Witness Research	\$145.00
Senior Administrative Support	\$97.75	Expert Witness Testimony	\$250.00
Senior Administrative Supervisor	\$120.00	Survey	
Administrative Department Manager	\$160.00	2-Man Survey Crew	\$130.00
Reproduction Support	\$60.00	3-Man Survey Crew	\$150.00
Information Systems I	\$95.00	4-Man Survey Crew	\$195.00
Information Systems II	\$105.00	5-Man Survey Crew	\$230.00
Graphic Design		1-Man Robotic/GPS Crew	\$135.00
Graphic Designer I	\$55.00	2-Man Robotic/GPS Crew	\$150.00
Graphic Designer II	\$75.00	Surveyor in Training / Technician I	\$65.00
Graphic Designer III	\$120.00	Surveyor in Training / Technician II	\$75.00
Technical Writing		Surveyor in Training / Technician III	\$85.00
Technical Writer I	\$50.00	Surveyor in Training / Technician IV	\$95.00
Technical Writer II	\$65.00	Surveyor in Training / Technician V	\$100.00
Technical Writer III	\$85.00	Professional Surveyor & Mapper I	\$105.00
Public Relations		Professional Surveyor & Mapper II	\$115.00
Public Relations I	\$95.00	Professional Surveyor & Mapper III	\$135.00
Engineering		Professional Surveyor & Mapper IV	\$155.00
Engineering Technician I	\$50.00	Professional Surveyor & Mapper V	\$171.00
Engineering Technician II	\$60.00	Subsurface Utility	
Engineering Technician III	\$65.00	1-Man Utility Designate/Locate Crew	\$100.00
Engineering Technician IV	\$75.00	2-Man Utility Designate/Locate Crew	\$140.00
Engineering Technician V	\$85.00	3-Man Vacuum Excavation S.U.E. Crew	\$205.00
Engineering Technician VI	\$100.00	4-Man Vacuum Excavation S.U.E. Crew	\$240.00
Engineer I	\$80.00	SUE Project Manager	\$135.00
Engineer II	\$85.00	Utility Locate Technician	\$80.00
Engineer III	\$90.00	Planning	
Engineer IV	\$95.00	Planner I	\$75.00
Engineer V (P.E.)	\$105.00	Designers	
Engineer VI (P.E.)	\$115.00	Designer I	\$90.00
Engineer VII (P.E.)	\$125.00	Designer II	\$95.00
Engineer VIII (P.E.)	\$135.00	Designer III	\$105.00
Chief Engineer I (P.E.)	\$160.00	Designer IV	\$115.00
Chief Engineer II (P.E.)	\$170.00	Management	
CEI		Project Manager I	\$95.00
Inspector I	\$45.00	Project Manager II	\$100.00
Inspector II	\$65.00	Project Manager III	\$110.00
Inspector III	\$75.00	Senior Project Manager I	\$135.00
Senior Inspector I	\$80.00	Senior Project Manager II	\$150.00
Senior Inspector II	\$90.00	Senior Project Manager III	\$170.00
Senior Inspector III	\$95.00	Senior Project Manager IV	\$200.00
Project Admin/CSS	\$90.00	Chief Project Manager I	\$120.00
Inspection Manager	\$135.00	Chief Project Manager II	\$130.00
Senior Project Administrator	\$150.00	Department Managers I	\$170.00
Resident Engineer	\$200.00	Department Managers II	\$210.00
Environmental		Division Managers	\$220.00
Environmental Scientist I	\$65.00	Principals	\$275.00
Environmental Scientist II	\$80.00		
Environmental Scientist III	\$95.00		
Senior Ecologist	\$120.00		



Date: December 9, 2015

Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN

Rate Schedule	
Job Classification	Contract Billing Rate (\$/hour)
Administrative Assistant	\$60
Designer	\$104.65
Engineer Intern	\$95.34
Principal	\$185
Project Engineer	\$140
Project Manager	\$155
Senior Engineer	\$160
Staff Engineer	\$125
Technician	\$105

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued by Pinellas County for this contract.

Sincerely,

EPN Group

A handwritten signature in blue ink that reads "E. Peter Nikolov".

E. Peter Nikolov, PE
President



2202 N. West Shore Blvd.
Suite 300
Lampa, FL 33607
Main: 813-520-4444

wspgroup.com/usa
pbworld.com/usa

Classifications	Loaded Rates
Senior Planner	\$154.68
Chief Planner	\$231.28
Project Planner	\$124.99
GIS Specialist	\$179.39
Senior Engineer	\$162.78
Project Engineer	\$112.44
Engineering Intern	\$95.34
CEI Project Administrator	\$130.55
CEI Contract Support Specialist/Offc Eng	\$107.27
CEI Asst. Project Administrator/Senior Inspector	\$71.29
CEI Senior Inspector	\$92.02
CEI Inspector	\$69.30



G R E S H A M
S M I T H A N D
P A R T N E R S

December 9, 2015

SCHEDULE OF RATE VALUES
Loaded Hourly Billing Rates
Oct-10
Contract No. 145-0342-CN(RW)

Gresham Smith & Partners

Title	Rate	unit
Contract Project Manager	\$ 175.00	per hour
Principal Architecture	\$ 225.00	per hour
Chief Architect	\$ 135.00	per hour
Project Coordinator Architecture	\$ 75.00	per hour
Chief Engineer	\$ 185.00	per hour
Senior Engineer	\$ 155.00	per hour
Project Engineer	\$ 145.00	per hour
Engineer	\$ 105.00	per hour
Senior Landscape Architect	\$ 175.00	per hour
Landscape Architect	\$ 145.00	per hour
Principle Planner	\$ 255.00	per hour
Planner	\$ 110.20	per hour
Designer	\$ 90.00	per hour
Senior Engineering Technician	\$ 110.00	per hour
Secretary / Clerical	\$ 70.40	per hour

Sincerely,

Todd S. Potter, PE, MBA
Senior Engineer / Project Manager

Design Services For The Built Environment

PINELLAS COUNTY, FL

CONTRACT for ROADWAY, DRAINAGE, STRUCTURAL, CIVIL and TRAFFIC ENGINEERING

SCHEDULE OF RATES

<i>Employee Classification</i>	<i>Hourly Rate</i>	<i>Employee Classification</i>	<i>Hourly Rate</i>
<u>Engineering</u>		<u>Surveying</u>	
Principal	\$247	Survey Manager	\$200
Regional Manager	\$230	Sr. Surveyor/Project Manager II	\$180
Engineering Manager	\$190	Sr. Surveyor/Project Manager I	\$160
Sr. Project Manager	\$180	Project Surveyor	\$115
Project Manager	\$160	Survey Intern	\$100
Technical Specialist	\$200	Senior Survey CAD Technician	\$90
Project Engineer IV	\$165	Survey CAD Technician	\$80
Project Engineer III	\$145	Survey Technician	\$75
Project Engineer II	\$125	Survey Field Supervisor	\$90
Project Engineer I	\$110	Field Survey Party (1 Person Crew)	\$95
Engineer Intern	\$100	Field Survey Party (2 Person Crew)	\$135
Lead Programmer	\$140	Field Survey Party (3 Person Crew)	\$175
Programmer	\$120	Photogrammetrist	\$140
Field Technician	\$100	Photogrammetric Technician	\$80
Designer III	\$110		
Designer II	\$90	<u>Subsurface Utility Engineering</u>	
Designer I	\$80	Utility Engineering Sr. Project Manager.	\$190
Sr. CAD Technician	\$80	Utility Engineering Project Manager	\$160
CAD Technician	\$70	Utility Engineering Technician II	\$80
Sr. Project Administrator	\$85	Utility Engineering Technician I	\$70
Project Administrator	\$75	Utility Engineering Specialist	\$90
Administrative Assistant	\$65	Utility Engineering Analyst	\$90
		Utility Engineering Party (2 Person Crew)	\$150
		Utility Engineering Party (3 Person Crew)	\$185
<u>Construction Services</u>			
Sr. Construction Administrator	\$150		
Construction Administrator	\$120		
Specialty Project Representative	\$110		
Sr. Project Representative	\$110		
Project Representative	\$85		

Billing Rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical Area.

<i>From Tierra Independent Audit</i>	
Over head	164.75%
FCCM	1.732%
Direct Expense	6.69%
Base Multiplier	2.732
Percent Profit	12.0%
Proposed Project	3.060 Multiplier

Notes

(1) Unloaded Rates derived from Tierra Certified Wage Form

Job Classifications		Tierra Inc	Tierra Inc	Loaded Hourly	Loaded Hourly	Proposed Rates
		Current Salary ⁽¹⁾ Minumum	Current Salary ⁽¹⁾ Maximum	Rate Minumum	Rate Maximum	
Project Manager	Hour	\$62.50	\$62.50	\$191.22	\$191.22	166.50*
Senior Engineer	Hour	\$62.55	\$62.55	\$191.37	\$191.37	171.00*
Chief Scientist	Hour	\$45.68	\$53.85	\$139.76	\$164.76	137.04*
Senior Project Engineer	Hour	\$48.16	\$55.56	\$147.35	\$169.99	141.64*
Geotechnical Engineer	Hour	\$40.38	\$42.27	\$123.54	\$129.33	113.81*
Engineering Intern	Hour	\$30.98	\$32.18	\$94.78	\$98.46	\$96.62
Senior Scientist	Hour	\$37.80	\$37.80	\$115.65	\$115.65	\$115.65
Designer	Hour	\$28.00	\$33.00	\$85.67	\$100.96	\$93.32
Sr Engineering Technician	Hour	\$27.00	\$27.00	\$82.61	\$82.61	\$82.61
Geotechnical Technician	Hour	\$21.70	\$21.70	\$66.39	\$66.39	\$66.39
Secretary/Clerical	Hour	\$29.05	\$29.05	\$88.88	\$88.88	\$72.00

* Rate Reductions Requested by Pinellas County

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

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

Note the required insurance limits for this contract

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

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

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

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

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

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

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Kimley-Horn and Associates, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

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

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

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

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

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

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

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

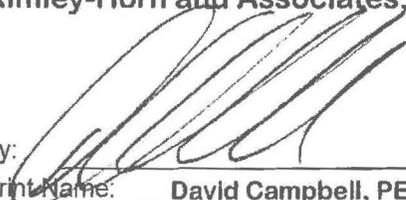
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name
Kimley-Horn and Associates, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: David Campbell, PE
Title: Senior Vice President Date: 11/10/15

By: _____
Chairman Date: _____

ATTEST:

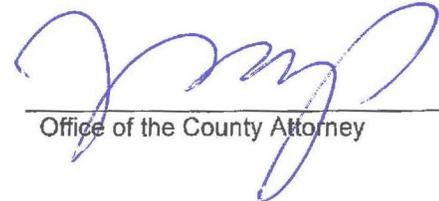
ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Matt Femal, PE
Title: Associate Date: 11/10/15

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: 
Office of the County Attorney

PINELLAS COUNTY - Consultant Services	
Contract No. 145-0342-CN	
Kimley-Horn and Associates, Inc.	
Professional Engineering, Environmental and Geotechnical Services	
CONTRACT BILLING RATES	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 250.00
Senior Project Manager	\$ 275.00
Project Manager	\$ 206.00
Senior Professional Engineer	\$ 221.00
Senior Environmental Scientist	\$ 233.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 170.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 137.00
Engineer Intern	\$ 105.00
Senior Designer/Engineering Tech	\$ 136.00
Designer/Engineering Tech	\$ 110.00
Drafter/CADD Operator	\$ 95.00
Sr. Planner	\$ 210.50
Planner	\$ 148.00
GIS Specialist	\$ 115.00
Sr. Landscape Architect	\$ 246.00
Landscape Architect	\$ 174.00
Landscape Intern	\$ 114.00
Construction Engineer	\$ 171.00
Construction Inspector	\$ 141.00
Administrative/Clerical	\$ 87.00

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes



CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762
(727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

October 2015

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Technician	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$170.00
Surveyor & Mapper	\$130.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50



AMERICAN QUALITY
CONSULTANTS

Quality You Can Count On.

Kimley-Horn and Associates, Inc.
Attn: Nizar Jetha, P.E., Project Manager
655 North Franklin Street
Suite 150
Tampa FL 33602

November, 1, 2015

**Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN**

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the FDOT job classifications.

Exhibit A

American Quality Consultants, LLC	
Job Classification	Contract Billing Rate (\$/hour)
Chief Engineer	\$ 212
Engineer	\$ 105
Engineer Intern	\$ 90
Project Engineer	\$ 120
Secretary/Clerical	\$ 60
Senior Engineer	\$ 173
Senior Project Engineer	\$ 150
Senior Planner	\$ 140

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

Should you have any additional questions or need additional information please call me at 727-543-1458. We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

Sincerely,

American Quality Consultants

Mahshid Arasteh, PE
Principle



Kimley-Horn and Associates, Inc.
 Attn: Nizar Jetha, P.E., Project Manager
 655 North Franklin Street
 Suite 150
 Tampa FL 33602

Date: November 4, 2015

**Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
 145-0342-CN**

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the applicable job classifications.

Published Rates	
Job Classification	Contract Billing Rate (\$/hour)
Administrative Assistant	\$60
Designer	\$115
Principal	\$185
Project Engineer	\$140
Project Manager	\$155
Senior Engineer	\$160
Staff Engineer	\$125
Technician	\$105

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

\$104.65

Sincerely,

EPN Group

E. Peter Nikolov, PE
 President

Kimley-Horn and Associates, Inc.
Attn: Nizar Jetha, P.E., Project Manager
655 North Franklin Street
Suite 150
Tampa, FL 33602

Date: November 6, 2015

**Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN**

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the applicable FDOT job classifications.

Published Rates	
Job Classification	Contract Billing Rate (\$/hour)
Technical Director	199.68
Project Manager	180.67
Senior Engineer	139.46
Project Engineer	95.09
GIS Analyst	91.92
Senior Designer	95.09
CADD Technician	85.58
Inspector/Field Technician	69.73
Administrator	53.88

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

Sincerely,

Land & Water Engineering Science, Inc.



Dikran Kalaydjian, PE
Principal



Kimley-Horn and Associates, Inc.
Attn: Nizar Jetha, P.E., Project Manager
655 North Franklin Street
Suite 150
Tampa FL 33602

Date: November 4, 2015

**Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN**

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the applicable FDOT job classifications.

Published Rates	
Job Classification	Contract Billing Rate (\$/hour)
Project Manager	\$171/hour
Chief Engineer	\$210/hour
Senior Engineer	\$170/hour
Project Engineer	\$119.70/hour
Engineer	\$95/hour
Senior Engineering Technician	\$68/hour
Geotechnical Technician	\$45/hour
CADD/Computer Technician	\$75/hour
Secretary/Clerical	\$52/hour

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

Sincerely,

MC Squared, Inc.
Joe DiStefano, PE
Vice President

**5808-A Breckenridge Parkway
Tampa, FL 33610
(813) 623-3399**



Kimley-Horn and Associates, Inc.
 Attn: Nizar Jetha, P.E., Project Manager
 655 North Franklin Street
 Suite 150
 Tampa, Florida 33602

Date: November 6, 2015

Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering 145-0342-CN

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the applicable FDOT job classifications.

Published Rates	
Job Classification	Contract Billing Rate (\$/hour)
Senior Planner	131.57

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

Sincerely,
VRANA CONSULTING, INC.



Tahm Vrana, AICP
 President

RTD Group

1957 Arrowhead Drive N.E., Suite 200
St. Petersburg, Florida 33703

Kimley-Horn and Associates, Inc.
Attn: Nizar Jetha, P.E., Project Manager
655 North Franklin Street
Suite 150
Tampa FL 33602

Date: December 8, 2015

**Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN**

Dear Mr. Jetha:

As a subconsultant to Kimley-Horn and Associates and as required by Pinellas County, we are pleased to submit the following Contract Billing Rates for the above referenced contract. For the purposes of uniformity and consistency with our public sector clients, we have used the applicable FDOT job classifications.

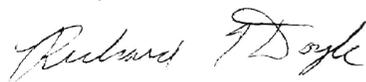
Exhibit A

Published Rates	
Job Classification	Contract Billing Rate (\$/hour)
Chief Engineer	\$220.00
Chief Planner	\$220.00
Project Manager	\$180.00
Senior Engineer	\$165.00
Appraiser	\$150.00
Relocation Agent	\$140.00
Acquisition Agent	\$140.00
Secretary/Clerical	\$70.40

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued to Kimley-Horn by Pinellas County for this contract.

Sincerely,



Richard T. Doyle, PE, AICP
President, RTD Group LLC

rdoyle@rtdgroup.us
727-430-3552
727-521-3822 (Fax)
www.rtdgroup.us

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and King Engineering Associates, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

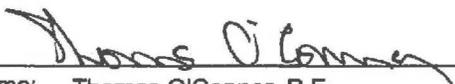
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

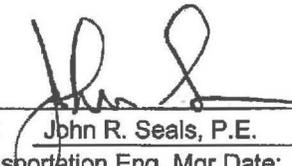
Firm Name King Engineering Associates, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Print Name: Thomas O'Connor, P.E.
Title: President Date: 11/9/2015

By: _____
Chairman Date: _____

ATTEST:

By: 
Print Name: John R. Seals, P.E.
Title: Transportation Eng. Mgr. Date: 11/9/2015

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)



APPROVAL AS TO FORM:

By: 
Office of the County Attorney

Exhibit A - Schedule of Rate Values
King Engineering Hourly Rates
(Fully Loaded / Burdened)

Classification	Rate
Construction Manager	\$110.00
Consultant 1	\$150.00
Designer 1	\$70.00
Designer 2	\$75.00
Designer 3	\$80.00
Designer 4	\$85.00
Designer 5	\$90.00
Designer 6	\$100.00
Designer 7	\$110.00
Engineer 1	\$80.00
Engineer 10	\$150.00
Engineer 2	\$85.00
Engineer 3	\$90.00
Engineer 4	\$95.00
Engineer 5	\$105.00
Engineer 6	\$115.00
Engineer 7	\$120.00
Engineer 8	\$130.00
Engineer 9	\$140.00
Environ Scientist 1.....	\$68.00
Environ Scientist 2.....	\$80.00
Environ Scientist 3.....	\$90.00
Environ Scientist 4.....	\$122.00
Environ Scientist 5.....	\$130.00
Environ Scientist 6.....	\$140.00
Environ Scientist 7.....	\$150.00
Field Coordinator 1.....	\$60.00
Field Coordinator 10.....	\$120.00
Field Coordinator 2.....	\$65.00
Field Coordinator 3.....	\$70.00
Field Coordinator 4.....	\$80.00
Field Coordinator 5.....	\$90.00
Field Coordinator 6.....	\$95.00
Field Coordinator 7.....	\$100.00
Field Coordinator 8.....	\$110.00
Field Coordinator 9.....	\$115.00
Land Surveyor 1.....	\$90.00
Land Surveyor 2.....	\$100.00
Land Surveyor 3.....	\$110.00
Land Surveyor 4.....	\$125.00
Land Surveyor 5.....	\$150.00
Landscape Architect 1	\$90.00
Landscape Architect 2	\$100.00

Classification**Rate**

Landscape Architect 3	\$110.00
Landscape Architect 4	\$120.00
Landscape Architect 5	\$130.00
Landscape Architect 6	\$140.00
Landscape Architect 7	\$150.00
Planner 1	\$70.00
Planner 2	\$85.00
Planner 3	\$100.00
Planner 4	\$115.00
Planner 5	\$150.00
Principal.....	\$225.00
Project Manager 1.....	\$105.00
Project Manager 10.....	\$150.00
Project Manager 11.....	\$160.00
Project Manager 12.....	\$170.00
Project Manager 13.....	\$180.00
Project Manager 14.....	\$190.00
Project Manager 2.....	\$110.00
Project Manager 3.....	\$115.00
Project Manager 4.....	\$120.00
Project Manager 5.....	\$125.00
Project Manager 6.....	\$130.00
Project Manager 7.....	\$135.00
Project Manager 8.....	\$140.00
Project Manager 9.....	\$145.00
Survey Crew - 1 Man	\$70.00
Survey Crew - 2 Man	\$105.00
Survey Crew - 3 Man.....	\$135.00
Survey Crew - 4 Man	\$150.00
Survey Crew - GPS	\$150.00
Technician 1	\$55.00
Technician 2	\$60.00
Technician 3	\$65.00
Technician 4	\$70.00
Technician 5	\$75.00
Technician 6	\$80.00
Technician 7	\$85.00
Technical Support 1.....	\$53.00
Technical Support 2.....	\$60.00
Technical Support 3.....	\$75.00
Technical Support 4.....	\$90.00
Technical Support 5.....	\$110.00
Transportation Planner 1	\$80.00
Transportation Planner 2	\$90.00
Transportation Planner 3	\$100.00
Transportation Planner 4	\$115.00
Transportation Planner 5	\$150.00

Subconsultant Hourly Rates - See Attached.



Angie Brewer & Associates, LC
9104 58th Drive East
Bradenton, Florida 34202
info@angiebrewer.com

Ph: (941) 756-5800
Fax: (941) 756-0804

Angie Brewer & Associates, LC Rates

Classification	Hourly Rate
Principal	\$191.42
Chief Funding Resource	\$182.29
Senior Funding Manager	\$136.71
Senior Project Manager	\$109.38
Funding Specialist	\$78.37
Application Specialist	\$78.37
Compliance Specialist	\$78.37
Administrative Specialist II	\$72.91
Administrative Specialist I	\$47.39
Data Entry Specialist	\$47.39

BURTON & ASSOCIATES

December 15, 2015

Mr. John R. Seals, P.E.
Transportation Engineer Department Manager
King Engineering
4921 Memorial Highway
Tampa, FL 33634

Re: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic
Engineering (145-0342-CN)

Dear Mr. Seals:

As requested, Burton & Associates is pleased to our proposed fully loaded hourly rates by consulting category for services to be provided under the Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN).

Technical Advisor: \$250.00
Project Manager: \$204.75
Lead Consultant: \$175.00
Project Analyst: \$125.00

We appreciate the opportunity to be of service to you and the County, and look forward to the possibility of working with you under this contract. If you have any questions, please do not hesitate to call me at (813) 443-5138.

Very truly yours,



Andrew J. Burnham
Senior Vice President

Burton & Associates

1000 N. Ashley Drive, Suite 513 • Tampa, Florida 33602 • Phone (813) 443-5138 • Fax (813) 443-8289
E-mail: aburnham@burtonandassociates.com

**2015
Pinellas County
Geotechnical and Materials Testing and Inspection Services
Fee Schedule**

GEOTECHNICAL SERVICES

1.0 ENGINEERING AND PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	UNIT FEE
1.1	Senior Engineer (P.E.)	170.00/Hr.
1.2	Principal Engineer (P.E.)	195.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	65.00/Hr.
1.5	Laboratory Director	135.00/Hr.

2.0 DRILLING SERVICES		
ITEM	DESCRIPTION	UNIT FEE
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day]) 2.4.1 Portable Self-Propelled Barge and Work Boat N/A	355.00/Hr. 970.00/Day
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit) 2.5.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.3 100-150 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.4 150-200 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	14.00/LF 16.00/LF 16.00/LF 16.25/LF 18.25/LF 18.25/LF 19.25/LF 23.00/LF 23.00/LF 26.25/LF 31.75/LF 31.75/LF

2.0 DRILLING SERVICES (Continued)		
ITEM	DESCRIPTION	UNIT FEE

2.6	Track-Mounted Drill Unit	
2.6.1	0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
2.6.2	50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
2.10.1	NX Size (approximately 2½")	48.50/LF
2.10.2	2.5" Diameter	64.50/LF
2.11	Temporary Casing (only if needed)	
2.11.1	4"	7.00/LF
2.11.2	6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

3.0 FIELD SERVICES		
ITEM	DESCRIPTION	UNIT FEE
3.1	Double-Ring Infiltration Test (local and depth \leq 3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

4.0 LABORATORY GEOTECHNICAL TESTING		
ITEM	DESCRIPTION	UNIT FEE
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.

4.0 LABORATORY GEOTECHNICAL TESTING
(Continued)

ITEM	DESCRIPTION	UNIT FEE
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 187.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	402.50 Ea.
4.11	Corrosivity Series (resistance, pH, SO ₄ , CL [FDOT method])	270.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

5.0 SOILS

ITEM	DESCRIPTION	UNIT FEE
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer) Minimum Charge - \$60.00 Per Trip	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection Minimum Charge - Eight (8) Hours Per Day	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	295.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion	27.50 Ea.
	5.14.1 pH Determination (ASTM D4972) Agricultural	37.50 Ea.

6.0 CONCRETE		
ITEM	DESCRIPTION	UNIT FEE
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	60.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	60.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	27.50 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	80.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

7.0 AGGREGATE TESTING		
ITEM	DESCRIPTION	UNIT FEE
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	50.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	162.50 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	50.00 Ea.
7.8	Field Sampling for Laboratory Tests	60.00/Hr.

8.0 SOIL-CEMENT		
ITEM	DESCRIPTION	UNIT FEE
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	70.00/Hr.
	8.5.2 Core Bit Charge	2.50/LI
	8.5.3 Thickness Determination	5.50 Ea.
	8.5.4 Repair of Core Hole	5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	60.00/Hr.

9.0 ASPHALT		
ITEM	DESCRIPTION	UNIT FEE
9.1	Asphalt Design	
	9.1.1 F.D.O.T. with Three Bitumen Contents	\$ 975.00 Ea.
	9.1.2 F.A.A. Design with Four Bitumen Contents	1,625.00 Ea.
9.2	Asphalt Plant Inspection	
	9.2.1 Senior Technician Inspector	70.00/Hr.
9.3	Field Inspection during Paving Activities	
	9.3.1 Senior Technician Inspector	70.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring	
	9.6.1 Technician Time and Equipment	70.00/Hr.
	9.6.2 Additional Diamond Bit Charge	2.50/LI
	9.6.3 Repair of Core Hole	8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	60.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.

10.0 PILING INSPECTION		
ITEM	DESCRIPTION	UNIT FEE
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile (Minimum Charge of 8 Hours Per Day)	\$ 65.00/Hr.

*Quoted Based on Project Requirements



DJ PUBLIC RELATIONS | INC

Nov. 6, 2015

To Whom It May Concern:

The hourly rate for Diane Jones, serving as Public Outreach Manager, is \$125.

Please let me know if you need any additional information.

Sincerely,

Diane W. Jones, MPA, APR

Diane W. Jones, MPA, APR, President
1978 Auburn Lakes Dr., Rockledge, FL 32955
(727) 992-6928
Diane@DJPublicRelations.com



Date: December 1, 2015

Reference: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering
145-0342-CN

Rate Schedule	
Job Classification	Contract Billing Rate (\$/hour)
Administrative Assistant	\$60
Designer	\$104.65
Principal	\$185
Project Engineer	\$140
Project Manager	\$155
Senior Engineer	\$160
Staff Engineer	\$125
Technician	\$105

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration of Pinellas County's contract (5 years) from the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

We look forward to working with you and providing professional services as required to fulfill various project assignments issued by Pinellas County for this contract.

Sincerely,

EPN Group

A handwritten signature in blue ink that reads "E. Peter Nikolov". The signature is written in a cursive style.

E. Peter Nikolov, PE
President



November 5, 2015

John R. Seals, P.E.

KING Engineering

4921 Memorial Highway, TAMPA, FL

33634

11523 Palmbrush Trl, Ste 317

Lakewood Ranch, FL 34202

Office: 941-219-3039

agarland@gtseng.com

www.GTSEng.com

Providing Timely, Professional Engineering Solutions

Re: Contract No.: 145-0342-CN

Title: Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering

To Whom It May Concern:

Garland Traffic Solutions, Inc, d/b/a GTS Engineering is pleased to submit the following information for the referenced project in which GTS is a subconsultant to KING Engineering.

GTS is requesting approval of the following loaded hourly rates

2016 HOURLY LOADED RATES

CLASSIFICATION	\$/Hr
Project Manager	\$125.00
Senior Engineering Technician/CADD	\$65.00
Technician	\$40.00

Sincerely,

Angela M. Garland, PE, PTOE

President

GTS Engineering

EIN #26-4789212

HOURLY RATES

STRUCTURAL ENGINEERING SERVICES

MAP Engineering Company, 550 N. Reo Street, Suite 300, Tampa, FL 33609

Prime Consultant:

King Engineering Engineering Associates, Inc.

Project:

Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN)

Description of Work:

Provide structural engineering services.

Type	Chief Eng	Senior Eng	Project Eng	Eng. Intern	Comp Tech	Sr. Eng. Tech.	Engineer Tech.
	\$208.87	\$162.67	\$127.35	\$86.37	\$78.75	\$90.92	\$67.92
Personnel	T. Slaughter, Jr., P.E.	T. Dixon, P.E.	V. Phan, P.E.	New Hire	J. Brewster	R. Calvetto	R. Eagan

SH
By
Activity
0.0



Progressive Water Resources

Integrated Water Resource Consultants

6561 Palmer Park Circle, Suite D, Sarasota, FL 34238 (941) 552-5657

FEE SCHEDULE

The following hourly rates shall apply:

<u>Staff</u>	<u>Hourly Rate</u>
Principal*	\$195.00
Utility Engineer	\$165.00
Sr. Supervising Hydrogeologist/ Professional Engineer	\$150.00
Sr. Hydrogeologist/Professional Engineer	\$140.00
Sr. Professional Geologist	\$140.00
Professional Geologist	\$130.00
Staff Hydrologist/Engineer EIT 2	\$130.00
Hydrologist/Engineer EIT	\$115.00
Sr. Water Resource Analyst	\$115.00
Sr. Design Specialist	\$115.00
Water Resource Analyst	\$95.00
Sr. Hydrologic Specialist	\$75.00
CAD/GIS Professional II	\$75.00
Engineering Technician	\$70.00
Hydrologic Specialist	\$65.00
CAD/GIS Professional	\$65.00
Sr. Administrator	\$60.00
Sr. Administrative Assistant	\$55.00
Clerical	\$50.00
Courier	\$30.00

*The hourly rate listed above for Principals is standard rate. However, the hourly rate for expert testimony by Principals is \$295/hr.

RTD Group
1957 Arrowhead Drive N.E., Suite 200
St. Petersburg, Florida 33703

Pinellas County General Engineering Contract #001145

Chief Engineer	\$220.00 / hour
Senior Engineer	\$165.00 / hour
Project Manager	\$180.00 / hour
Appraiser	\$150.00 / hour
Relocation Agent	\$140.00 / hour
Acquisition Agent	\$140.00 / hour
Chief Planner	\$220.00 / hour
Clerical	\$ 70.40 / hour

These rates are published and effective from November 1, 2015 to November 30, 2020, and include raw labor costs, benefits, overhead, direct project expenses, and profit margin. Rate schedule revised December 8, 2015.

rdoyle@rtdgroup.us
727-430-3552
727-521-3822 (Fax)
www.rtdgroup.us



**WILLIAMSON DACAR ASSOCIATES, INC.
SCHEDULE OF RATE VALUES**

November 2015

Principal Architects/Engineers	\$165.00
Registered Architect/Engineer	\$120.00
Project Manager	\$100.00
Senior Engineer	\$100.00
Graduate Architect	\$ 90.00
Sr. Architectural Drafting	\$ 70.00
Sr. Engineering Drafting	\$ 70.00
CADD Drafting	\$ 60.00
Administration/Clerical Support	\$ 55.00

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Kisinger Campo & Associates, Corp., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 *et. seq.*

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name
Kisinger Campo & Associates Corp.

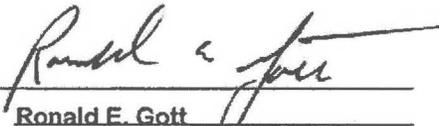
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Paul G. Foley, P.E.
Title: President Date: 11/13/2015

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Ronald E. Gott
Title: Sr. Vice President/CFO Date: 11/13/2015

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)



APPROVAL AS TO FORM:

By: 
Office of the County Attorney



KISINGER CAMPO & ASSOCIATES CORP.

PINELLAS COUNTY PUBLIC WORKS DEPARTMENT
ROADWAYS, DRAINAGE, STRUCTURAL, CIVIL AND
TRAFFIC ENGINEERING CONSULTING SERVICES PROJECT

RFP #145-0342-CN
HOURLY BILLING RATES

PERSONNEL CLASSIFICATION	HOURLY BILLING RATES*
PROGRAM MANAGER	\$ 158.00
PROJECT MANAGER	\$ 189.00
CHIEF ENGINEER	\$ 226.00
SENIOR ENGINEER	\$ 190.00
PROJECT ENGINEER	\$ 155.00
ENGINEER	\$ 122.00
ENGINEERING INTERN	\$ 89.00
DESIGNER	\$ 95.00
CADD OPERATOR/TECHNICIAN	\$ 72.00
DATA MANAGEMENT/PROGRAMMER	\$ 146.00
GIS/ASSET MANAGEMENT-TECHNICIAN	\$ 80.00
CHIEF SCIENTIST	\$ 193.00
SENIOR SCIENTIST	\$ 116.00
SCIENTIST/BIOLOGIST	\$ 92.00
CERTIFIED BRIDGE INSPECTOR	\$ 105.00
BRIDGE INSPECTOR/TECHNICIAN	\$ 66.00
COMPUTER/PONTIS TECHNICIAN	\$ 85.00
CLERICAL	\$ 64.00

*HOURLY BILLING RATES ARE ROUNDED TO NEAREST WHOLE DOLLAR.

PAUL G. FOLEY, P.E., PRESIDENT

DECEMBER 7, 2015

299 Dr. Martin Luther King, Jr. St. N.
P. O. Box 683
St. Petersburg, Florida 33731-0683
(727) 822-4317 Fax (727) 822-2919



George F. Young, Inc.

Turning Vision Into Reality

ARCHITECTURE ■ ENGINEERING ■ ENVIRONMENTAL ■ LANDSCAPE ARCHITECTURE ■ PLANNING ■ SURVEYING ■ UTILITIES

EXHIBIT A

George F. Young, Inc.
Schedule of Rate Values

Pinellas County Roadways, Drainage, Structural, Civil Traffic Engineering
Contract: 145-0342-CN (RW)

JOB CLASSIFICATION	2015 PROPOSED LOADED RATE
Utility Project Manager	\$160.59
Sr Surveyor & Mapper	\$170.32
Surveyor & Mapper	\$132.62
Landscape Architect	\$106.73
Survey Technician	\$74.62
Party Chief	\$73.00
Instrument Person	\$50.70
Rodperson	\$40.55
Utility Locator	\$69.75
Utility Technician	\$45.42
Survey Field Crews	
1 Person Survey Crew	\$93.00
2 Person Survey Crew	\$123.70
3 Person Survey Crew	\$164.25
4 Person Survey Crew	\$204.80
Utility Crews	
Designating Crew	\$221.31
Locating Crew	\$229.43



EXHIBIT "A"

KCCS, INC.

(Subconsultant to Kisinger Campo & Associates Corp.)

**PINELLAS COUNTY PUBLIC WORKS DEPARTMENT
ROADWAYS, DRAINAGE, STRUCTURAL, CIVIL AND
TRAFFIC ENGINEERING CONSULTING SERVICES PROJECT**

**RFP #145-0342-CN
HOURLY BILLING RATES**

PERSONNEL CLASSIFICATION	HOURLY BILLING RATES*
CEI - SENIOR PROJECT ENGINEER	\$ 175.00
CEI - PROJECT ADMINISTRATOR	\$ 137.00
CEI - SENIOR INSPECTOR	\$ 90.00
CEI - INSPECTOR	\$ 71.00

*Hourly billing rates are rounded to nearest whole dollar.



Ronald E. Gott, Senior Vice President / CFO

November 5, 2015

<i>From Tierra Independent Audit</i>	
Over head	164.75%
FCCM	1.732%
Direct Expense	6.69%
Base Multiplier	2.732
Percent Profit	12.0%
Proposed Project	3.060 Multiplier

Notes

(1) Unloaded Rates derived from Tierra Certified Wage Form

Job Classifications		Tierra Inc	Tierra Inc	Loaded Hourly	Loaded Hourly	Proposed Rates
		Current Salary ⁽¹⁾ Minumum	Current Salary ⁽¹⁾ Maximum	Rate Minumum	Rate Maximum	
Project Manager	Hour	\$62.50	\$62.50	\$191.22	\$191.22	166.50*
Senior Engineer	Hour	\$62.55	\$62.55	\$191.37	\$191.37	171.00*
Chief Scientist	Hour	\$45.68	\$53.85	\$139.76	\$164.76	137.04*
Senior Project Engineer	Hour	\$48.16	\$55.56	\$147.35	\$169.99	141.64*
Geotechnical Engineer	Hour	\$40.38	\$42.27	\$123.54	\$129.33	113.81*
Engineering Intern	Hour	\$30.98	\$32.18	\$94.78	\$98.46	\$96.62
Senior Scientist	Hour	\$37.80	\$37.80	\$115.65	\$115.65	\$115.65
Designer	Hour	\$28.00	\$33.00	\$85.67	\$100.96	\$93.32
Sr Engineering Technician	Hour	\$27.00	\$27.00	\$82.61	\$82.61	\$82.61
Geotechnical Technician	Hour	\$21.70	\$21.70	\$66.39	\$66.39	\$66.39
Secretary/Clerical	Hour	\$29.05	\$29.05	\$88.88	\$88.88	\$72.00

* Rate Reductions Requested by Pinellas County

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Land & Water Engineering Science, Inc., with offices in Saint Petersburg, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 *et. seq.*

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name Land & Water Engineering Science, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Dikran Kalaydjian
Title: President Date: 11/17/2015

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Kimberly S. Kalaydjian
Title: Principal Date: 11/17/2015

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney

Pinellas County Public Works
Attn: Rianner B. Woodard, Procurement Analyst Coordinator
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

**Re: Pinellas County: Roadway, Drainage, Structural, Civil and Traffic Engineering
Contract No. 145-0342-CN
Schedule of Rates**

Dear Ms. Woodard,

Below are the proposed billable rates for the above mentioned contract. These hourly rates include all local expenses.

If you have need of any other information, you may reach me by phone at 727-202-8958 or by email at dikran@lwes.net.

Sincerely,
Land & Water Engineering Science, Inc.



Dikran Kalaydjian, PE
Principal

Exhibit A



2015 Fee Schedule

Roadways, Drainage, Structural, Civil and Traffic Engineering

Contract No. 145-0342-CN

Direct Salary	1.00
Overhead	1.83
Total	2.83
Profit	12%
Effective Multiplier	3.17

Labor Category	Direct Rate	Billing Rate
	(\$/hr)	(\$/hr)
Technical Director	63.00	199.68
Project Manager	57.00	180.67
Senior Engineer	44.00	139.46
Project Engineer	30.00	95.09
GIS Analyst	29.00	91.92
Senior Designer	30.00	95.09
CADD Technician	27.00	85.58
Inspector/Field Technician	22.00	69.73
Administrator	17.00	53.88

CERTIFIED WAGE RATE FORM

Project Name: Pinellas Co. Contract for Roadway, Drainage,
Structural, Civil and Traffic Engineering
145-0342-CN

Job Classification	Personnel	Current Salary	Percent	Hourly Rate
Roadway Engineer	Work Activities:			
	<i>Mark A. Bayer, PE</i>	184.61	40%	\$73.84
	<i>Trevor J. Hawkins, PE</i>	133.86	60%	\$80.31
	<i>Average Hourly Rate:</i>			\$154.16
Traffic Engineer	Work Activities:			
	<i>Michael J. Oates, PE</i>	208.16	60%	\$124.90
	<i>Douglas E. Williams, PE</i>	237.63	40%	\$95.05
	<i>Average Hourly Rate:</i>			\$219.95

I certify that the above information is current and accurate as of this date.

Signature: 
 Print Name: Nancy Faller Brown, P.E., President
 Date: November 2, 2015



Pinellas County Public Works
Attn: Rianner B. Woodard, Procurement Analyst Coordinator
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

November 6, 2015

Reference: Pinellas County: Roadway, Drainage, Structural, Civil and Traffic Engineering
Contract No. 145-0342-CN
THG's Schedule of Rate Values

Dear Ms. Woodard:

Below are the proposed billable rates for The Heimburg Group, Inc.

Exhibit A

The Heimburg Goup, Inc.	
Job Classification	Billable Rate (\$/hour)
Project Manager	\$ 164
Chief Engineer	\$ 235
Senior Engineer	\$ 192
Senior Project Engineer	\$ 141
Senior Planner	\$ 137
Project Engineer	\$ 112
Engineer	\$ 103
Engineer Intern	\$ 85
Secretary/Clerical	\$ 55

The above billable rates include local expenses. Additional expenses would only pertain to such items as travel outside of the area or rental of buildings for public meetings if needed. Should you have any additional questions or need additional information please call me at 813-749-0823 ext 204.

Sincerely,
The Heimburg Group, Inc.

Lisa Heimburg, PE
President



2015 FEE SCHEDULE

Pinellas County Contract for Roadway, Drainage, Structural, Civil and Traffic Engineering (145-0342-CN)

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE
Principal, P.E.	\$215.00
Project Manager, P.E.	\$165.00
Senior Structural Engineer, P.E.	\$135.00
Threshold Special Inspector, P.E.	\$130.00
Senior Engineering Technician	\$110.00
Diplomate Geo-Forensic/Geo-Technical Engineer, P.E.	\$300.00
Project Engineer	\$100.00
Threshold Special Inspector Authorized Representative	\$95.00
Engineering Technician	\$90.00
Administration	\$75.00
Outside of Normal Business Hours	1.5 x Hourly Rate
Expert Testimony – Principal, P.E.	\$400.00
Expert Testimony – Diplomat Forensic Engineer	\$400.00
Expert Testimony – Project Manager	\$350.00
Expert Testimony – All Others	\$250.00
Time is billed “portal to portal”.	



STANDARD FEE SCHEDULE
Scheda Ecological Associates, Inc.

January – December 2016

Classification	Hourly Rate
Expert Witness	\$175.00
Principal Scientist	\$160.00
Senior Scientist IV	\$135.00
Senior Scientist III	\$125.00
Senior Scientist II	\$110.00
Senior Scientist I	\$100.00
Environmental Scientist II/III	\$90.00
Environmental Scientist I	\$85.00
Senior CAD Designer	\$85.00
GIS Specialist	\$80.00
Environmental Technician	\$60.00
Clerical	\$55.00



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00



2015 Fee Schedule

Roadways, Drainage, Structural, Civil and Traffic Engineering
Contract No. 145-0342-CN

Labor Category	Billing Rate
	(\$/hr)
Architect	125.00



Fee Schedule

Roadways, Drainage, Structural, Civil and Traffic Engineering

Contract No. 145-0342-CN

Labor Category	Rate
	(\$/hr)
CADD Tech	92.40/hr
Prof. Surveyor and Mapper	125/hr
Field Crew 3 man	145/hr.
Field Crew 2 man	125/hr
Clerical	39/hr

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. LIMITATIONS ON LIABILITY. By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION. By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. INSURANCE:
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Michael Baker International, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 et. seq.

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name Michael Baker International PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Print Name: Irvin Lee
Title: Vice President Date: 11-17-2015

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



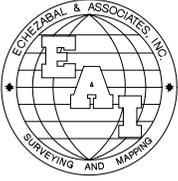
We Make a Difference

Exhibit A

Michael Baker International, Inc.

RATE SCHEDULE
December 10, 2015

TITLE	SALARY GRADE / RATES															
	G02	G03	G04	G05	G06	G07	G08	G09	G10	G11	G12	G13	G14	G15	G16	G17
	\$ 38.00	\$ 44.00	\$ 50.00	\$ 56.00	\$ 65.00	\$ 74.00	\$ 83.00	\$ 96.00	\$ 109.00	\$ 124.00	\$ 142.00	\$ 162.00	\$ 185.00	\$ 209.00	\$ 205.70	\$ 206.46
Intern	I		II													
Support Tech		I	II	III	IV		V									
Admin Asst					I	II	III									
CADD Tech					I	II	III									
Designer								I	II	III						
Associate																
<i>Planning</i>							I	II								
<i>Design</i>							I		II							
<i>Engineering</i>								I	II							
<i>Environmental</i>								I	II							
<i>Construction</i>								I	II							
Engineer																
<i>Civil</i>										I	II	III				
<i>Drainage</i>										I	II	III				
<i>Electrical</i>												I	II			
<i>Structural</i>										I	II	III				
<i>Traffic</i>										I	II	III				
Architect											I	II				
Planner									I		II					
Environ. Specialist										I	II					
Inspector								I		II						
Constr Specialist										I	II					
Project Manager												I	II	III	IV	V



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
25400 U.S. 19 North, Suite 137
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
Clearwater, FL 33763
Deland, FL 32720

Phone: 813-933-2505
Phone: 727-796-8740
Phone: 386-736-1030

Current Rates 12/7/2015

Revised from 11/4/2015

Survey Office Staff

Classification	Loaded Hourly Rate
Senior Surveyor & Mapper	\$158.43
Surveyor & Mapper	\$133.70
Survey Technician	\$100.35
Clerical	\$ 69.71
Party Chief	\$ 69.71
Instrument Person	\$ 46.74
Rod Person	\$ 38.84

Survey Field Crews

Classification	3-Person	4-Person	5-Person
Loaded Daily Rate	\$1238.31	\$1545.03	\$1851.76
Loaded Hourly Rate	\$ 154.79	\$ 193.13	\$ 231.47



STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Roadway, Drainage, Structural, Civil and Traffic Engineering
 Contract No.: 145-0342-CN
 November 2, 2015

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	320.00
Specialized ATV/Mudbug	Each	\$	605.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,350.00
Barge Mounted Equipment	Each	\$	7,450.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings			
0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	16.00
100 -150 feet	L.F.	\$	29.50
b. Grout Seal Boreholes			
0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50
c. Casing Allowance			
0 - 50 feet	L.F.	\$	8.10
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50
d. Rock Coring			
0 - 50 feet	L.F.	\$	35.50
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings			
0 - 50 feet	L.F.	\$	20.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	7.00
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	14.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	12.20
50-100 feet	L.F.	\$	15.00
100-150 feet	L.F.	\$	16.80
d. Rock Coring			
0 - 50 feet	L.F.	\$	40.20
50-100 feet	L.F.	\$	53.70
100-150 feet	L.F.	\$	66.80

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30

5. Auger Borings

0 - 50 feet LF	L.F.	\$	9.75
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6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labc	Per Day		
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7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	885.00
Flagmen	Per Day	\$	880.00
11. Hand Probes (2-man Crew)	Per Day	\$	865.00
12. 2 inch Piezometer Installation LF	L.F.	\$	40.25
13. Drilling Permits if required	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labc	Per Day		
15. Pavement Cores (Asphalt)	Per Boring	\$	100.00

II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	3.80
2. Natural Moisture Content Tests	Each Test	\$	8.10
3. Grain Size Analysis (Full Gradation)	Each Test	\$	65.00
(Single Sieve)	Each Test	\$	40.00
4. Organic Content Tests	Each Test	\$	40.25
5. Atterberg Limit Tests	Each Test	\$	100.00
Liquid Limit Only	Each Test	\$	60.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	175.00
7. Limerock Bearing Ratio Test	Each Test	\$	320.00
8. Consolidation Test	Each Test	\$	450.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	145.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00

III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	119.70
5. Engineer	Hour	\$	95.00
6. Sr. Technician	Hour	\$	68.00
7. Technician	Hour	\$	45.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	52.00

L.A. Design, Incorporated

Standard Hourly Rate Schedule

Position	Loaded Billing Rate
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Principal Landscape Architect	\$ 150.00
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Senior Landscape Architect QC	\$ 160.00
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Landscape Architect	\$ 120.00
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Chief Scientist	\$ 150.00
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Senior Designer	\$ 90.00
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Nov 4, 2015

Quest Corporation of America, Inc.

Wage Rates

November 3, 2015

<u>Classification</u>	<u>Loaded Rate Billing Rate</u>
Public Information Office Sr.	\$99.23
Public Information Officer Jr.	\$74.81
CADD / Graphics & Website	\$74.10
Administration / Clerical	\$54.83

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**Note the required insurance limits for this contract**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and RS&H, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 *et. seq.*

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name
RS&H, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Michael S. Dixon*
Print Name: Michael S. Dixon
Title: Vice President Date: 11/13/15

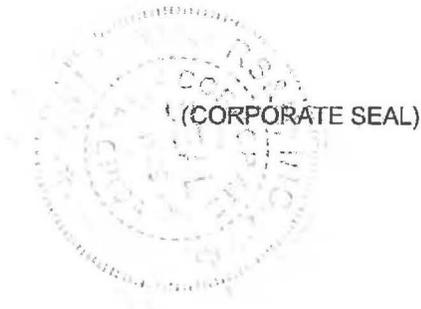
By: _____
Chairman Date: _____

ATTEST:

By: *Melanie Nichols*
Print Name: Melanie Nichols
Title: Corporate Secretary Date: 11/13/15

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney



1715 North Westshore Boulevard
Suite 500
Tampa, Florida 33607

☎ 813-289-5550
F 813-289-0263
rsandh.com

Exhibit A

Roadway, Drainage, Structural, Civil and Traffic Engineering Contract (145-0342-CN)

Personnel Classification	Billing Rate Per Hour
Project Manager	\$199.39
Chief Engineer	\$243.00
Chief Scientist	\$207.28
Senior Engineer	\$195.14
Senior Landscape Architect	\$237.58
CEI Senior Project Engineer	\$181.35
Senior Scientist	\$146.31
Senior Planner	\$195.02
Senior Project Engineer	\$159.37
Senior Architect	\$139.72
Project Engineer	\$144.45
Scientist	\$102.37
Architect	\$132.36
Engineer	\$124.70
Engineering Intern	\$96.32
Landscape Designer	\$140.28
Secretary/Clerical	\$73.09

“Exhibit A”

November 3, 2015

Michael Dixon, PE
1715 N. Westshore Blvd., Suite 500
Tampa, FL 33607-3999

Michael.Dixon@rsandh.com

**Subject: AREHNA Engineering - Schedule of Rate Values
Pinellas County - Roadways, Drainage, Structural, Civil and Traffic Engineering
RFP Number: 145-0342-CN(RW)**

AREHNA Engineering is pleased to provide this letter of Schedule of Rate Values for the referenced contract. We will support the RS&H Team with geotechnical engineering and testing services.

Position Classification	Hourly Rate
Senior Geotechnical Engineer	\$ 148.00
Geotechnical Engineer	\$ 110.00
Staff Engineer	\$ 95.00
Engineering Tech	\$ 48.00
Senior Engineering Tech	\$ 58.00
CADD Technician	\$ 65.00
Clerical/Secretary	\$ 54.00

If you have any questions or need any further information, please do not hesitate to contact me at 813-944-3464.

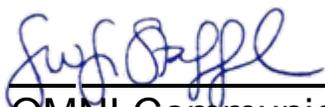
Respectfully Submitted,
AREHNA Engineering, Inc.



Jessica McRory, PE
President

Omni Communications Schedule of Rates Exhibit "A"

Service	Unit	Rate
Three (3) Person Locating Crew	Daily	\$1,953.04
Three (3) Person Designating Crew	Daily	\$2,152.96
Sr. Utility Coordinator	Hourly	\$139.00
Secretary/Clerical	Hourly	\$72.00
Public Information	Hourly	\$120.00
Utility Coordinator	Hourly	\$125.00
CADD Designer	Hourly	\$90.00
Senior Surveyor & Mapper	Hourly	\$155.00
Surveyor & Mapper	Hourly	\$125.00
Three (3) Person Survey Crew	Daily	\$1,625.25



OMNI Communications
 President

11/4/2015
 Date

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and The Heimburg Group, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 *et. seq.*

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name The Heimburg Group

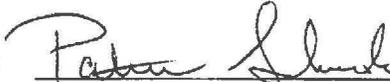
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Lisa Heimburg
Title: President Date: 11/10/15

By: _____
Chairman Date: _____

ATTEST:

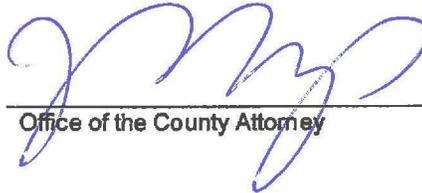
ATTEST:
Ken Burke, Clerk of the Circuit Court

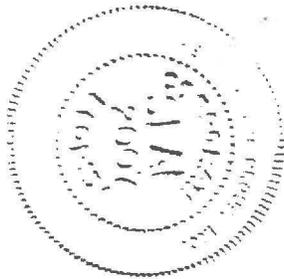
By: 
Print Name: Patricia Sikowski
Title: Senior Planner Date: 11/10/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney





Pinellas County Public Works
Attn: Rianner B. Woodard, Procurement Analyst Coordinator
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

December 7, 2015

Reference: Pinellas County: Roadway, Drainage, Structural, Civil and Traffic Engineering
Contract No. 145-0342-CN
THG's Team Schedule of Rate Values – Revised

Dear Ms. Woodard:

Below are the proposed billable rates for The Heimburg Group, Inc. Team.

Schedule of Rate Values
Exhibit A

The Heimburg Group, Inc.	
Job Classification	Billable Rate (\$/hour)
Project Manager	\$ 164
Chief Engineer	\$ 235
Senior Engineer	\$ 192
Senior Project Engineer	\$ 141
Senior Planner	\$ 137
Project Engineer	\$ 112
Engineer	\$ 103
Engineer Intern	\$ 85
Secretary/Clerical	\$ 60

Hardesty & Hanover, LLC	
Job Classification	Billable Rate (\$/hour)
Chief Engineer	\$ 224
Project Manager	\$ 205.53
Senior Engineer	\$ 166
Engineer	\$ 111
Engineering Intern	\$ 92
Senior Technician	\$ 92

AECOM Technical Services, Inc.	
Job Classification	Billable Rate (\$/hour)
Senior Vice President	\$ 275
Vice President/Officer-in-Charge	\$ 235
Project Manager/Associate Principal	\$ 155
Senior Architect	\$ 170
Project Architect	\$ 125
Senior ITS Inspector	\$ 110
Project ITS Inspector	\$ 90
Senior Civil Engineer	\$ 135
Project Civil Engineer	\$ 115
Civil Engineer Intern	\$ 85
Senior Electrical Engineer	\$ 160
Project Electrical Engineer	\$ 130
Electrical Engineer Intern	\$ 85
Senior Environmental Scientist	\$ 135
Project Environmental Scientist	\$ 110
Senior Landscape Architect	\$ 155
Landscape Architect	\$ 105
Landscape Architect Intern	\$ 75
Field Technician	\$ 75
Senior Designer	\$ 115
Drafter/CADD Operator	\$ 90
Senior Surveyor & Mapper	\$ 130
Project Surveyor & Mapper	\$ 110
Survey Party Chief	\$ 70
Survey Instrument Man	\$ 50
Survey Rod Man/Chain man	\$ 35
Survey Intern	\$ 80
Survey Technician	\$ 75
Fiscal/Accounting	\$ 85
Administrative/Clerical	\$ 75

Land and Water Engineering Science, Inc.	
Job Classification	Billable Rate (\$/hour)
Technical Director	\$ 199.68
Project Manager	\$ 180.67
Senior Engineer	\$ 139.46
Project Engineer	\$ 95.09
GIS Analyst	\$ 91.92
Senior Designer	\$ 95.09
CADD Technician	\$ 85.58
Inspector/Field Technician	\$ 69.73
Administrator	\$ 53.88

EPN Group, LLC	
Job Classification	Billable Rate (\$/hour)
Administrative Assistant	\$ 60
Designer	\$ 104.65
Principal	\$ 185
Project Engineer	\$ 140
Project Manager	\$ 155
Senior Engineer	\$ 160
Staff Engineer	\$ 125
Technician	\$ 105

American Quality Consultants, LLC	
Job Classification	Billable Rate (\$/hour)
Chief Engineer	\$ 212
Engineer	\$ 105
Engineer Intern	\$ 90
Project Engineer	\$ 120
Secretary/Clerical	\$ 60
Senior Engineer	\$ 173
Senior Project Engineer	\$ 150
Senior Planner	\$ 140

Tierra, Inc.	
Job Classification	Billable Rate (\$/hour)
Project Manager	\$ 166.50
Senior Engineer	\$ 171.00
Chief Scientist	\$ 137.04
Senior Project Engineer	\$ 141.64
Geotechnical Engineer	\$ 113.81
Engineering Intern	\$ 96.62
Senior Scientist	\$ 115.65
Designer	\$ 93.32
Senior Engineering Technician	\$ 82.61
Geotechnical Technician	\$ 66.39
Secretary/Clerical	\$ 72.00

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

The above billable rates include local expenses. Additional expenses would only pertain to such items as travel outside of the area or rental of buildings for public meetings if needed. Should you have any additional questions or need additional information please call me at 813-749-0823 ext 204.

Sincerely,
The Heimborg Group, Inc.

A handwritten signature in blue ink that reads "Lisa Heimborg". The signature is written in a cursive, flowing style.

Lisa Heimborg, PE
President

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**Note the required insurance limits for this contract**

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
145-0342-CN**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
ENGINEERING AND TECHNICAL SUPPORT**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Volkert, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Engineering and Technical Support requires **PROFESSIONAL CONSULTING SERVICES** associated with Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects, and other related services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL CONSULTING SERVICES** requisite to the management needs of the COUNTY'S Engineering and Technical Support Department, and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned services on an as needed basis.

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Qualified consultants to provide professional engineering services to implement the Capital Improvement Program (CIP) of multidiscipline engineering projects relating to the design, permitting and other engineering services associated with roadways, sidewalks, drainage and other engineering projects on a multiple year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Engineering and Technical Support or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

The individual(s) who are to be assigned to work under this Agreement are necessary for the successful performance of this Agreement. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this Agreement. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans.

- D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described, but required by the COUNTY during the course of this Agreement. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

**SECTION 4
PERFORMANCE SCHEDULES**

The CONSULTANT shall plan and execute the performance of all services provided for under this Agreement in such a manner as to insure their proper and timely completion in accordance with the following:

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Engineering and Technical Support or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

**SECTION 5
INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY**

5.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

6.1 The COUNTY shall make payments to the CONSULTANT for work performed in accordance with the Local Government Prompt Payment Act, F.S. section 218.70 *et. seq.*

6.2 Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable or expense items (as defined in Section 7) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

6.3 The CONSULTANT shall provide a progress report with each invoice in a format to be provided by the COUNTY. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated Project Manager.

6.4 SUPPLIER shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq.*, Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438
Clearwater, FL 33757

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 The COUNTY shall compensate the CONSULTANT for authorized Work Assignments using the following methods of compensation. The method of compensation shall be determined by the COUNTY based on the Work Assignment to be performed.

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million eight hundred eighteen thousand one hundred eighty two dollars (\$1,818,182). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

7.3 In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the CONSULTANT shall be as established by the COUNTY based on the COUNTY'S determination of the percentage of work effort completed to date of termination.

SECTION 8 WORK ASSIGNMENT

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

9.1 The CONSULTANT shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the COUNTY. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of the Office of Engineering & Technical Support in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

11.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

11.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

12.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for three years from the date of final payment.

12.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

13.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the COUNTY whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the COUNTY at the conclusion of the project or the termination of the Consultant's services.

13.2 The CONSULTANT at its own expense may retain copies for its files and internal use.

**SECTION 14
INSURANCE COVERAGE**

The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in

accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract.

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

Consultant acknowledges that it is functioning as an independent contractor in performing under the terms of this contract, and it is not acting as an employee of Pinellas County. The consultant acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

**SECTION 18
TRUTH IN NEGOTIATIONS**

The CONSULTANT certifies to truth-in-negotiation and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 19
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this AGREEMENT without the written consent of the COUNTY.

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the

CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

SECTION 22 TERMINATION OF AGREEMENT

22.1 Pinellas County reserves the right to terminate this contract without cause by giving thirty (30) days prior notice to the CONSULTANT in writing of the intention to terminate or with cause if at any time the CONSULTANT fails to fulfill or abide by any of the terms or conditions specified.

22.2 Failure of the CONSULTANT to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.

22.3 In the event sufficient budgeted funds are not available for a new fiscal period, the COUNTY shall notify the Bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the COUNTY.

22.4 In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from date of award, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or

CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

SECTION 25 EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, Addenda, the proposer's response, any Exhibits, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

SECTION 26 PUBLIC ENTITY CRIMES

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

The CONSULTANT is directed to the Florida Public Entity Crime Act, §287.133, Florida Statutes, and the COUNTY's requirement that the successful proposer comply with it in all respects prior to and during the term of this contract.

SECTION 27 PUBLIC RECORDS

Contractor acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. Contractor agrees that prior to providing services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws, regulations, and County policies, including but not limited to the Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

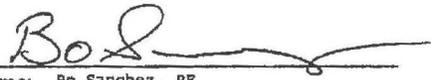
SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name Volkert, Inc.

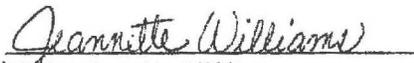
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Bo Sanchez, PE
Title: Sr. Vice President Date: 11/16/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Jeannette Williams
Title: Business Ops Coordinator Date: 11/16/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract

(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: Volkert, Inc.

Job Classification	Fully Burdened Hourly Rates
Project Manager	\$ 200.00
Chief Engineer	\$ 230.00
Sr. Project Engineer	\$ 190.00
Project Engineer	\$ 141.91
Engineer	\$ 121.50
Chief Designer	\$ 175.00
Sr. Designer	\$ 125.00
Sr. Engineering Technician	\$ 90.00
Public Information Officer	\$ 125.00
CADD Computer Technician	\$ 80.00
CEI Sr. Project Engineer	\$ 200.00
CEI Project Administrator	\$ 120.00
CEI Sr. Inspector	\$ 105.00
CEI Inspector	\$ 80.00
Certified Bridge Inspector	\$ 120.00

Office Locations:

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Jackson, Mississippi • Jefferson City, Missouri • Raleigh, North Carolina • Harrisburg, Pennsylvania
Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.





SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract
(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: American Quality Consultants

Job Classification	Fully Burdened Hourly Rates
Chief Engineer	\$ 212.00
Engineer	\$ 105.00
Engineer Intern	\$ 90.00
Project Engineer	\$ 120.00
Secretary/Clerical	\$ 60.00
Senior Engineer	\$ 173.00
Senior Project Engineer	\$ 150.00
Senior Planner	\$ 140.00

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SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract
(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: Cardno, Inc.

Job Classification	Fully Burdened Hourly Rates
Principal in Charge	\$ 261.08
Senior Professional Surveyor and Project Manager	\$ 169.45
Professional Surveyor	\$ 130.05
SUE Manager	\$ 124.92
Geologist	\$ 112.11
SUE Supervisor	\$ 110.21
Senior CADD Technician	\$ 93.22
CADD Technician	\$ 78.30
Technical Support	\$ 77.05
FIELD SURVEYING (Three (3) Person Survey Team) Includes vehicle, conventional equipment, personnel & all supplies/fuel	\$ 1,261.92
FIELD SURVEYING (Four (4) Person Survey Team) Includes vehicle, conventional equipment, personnel & all supplies/fuel	\$ 1,578.80
FIELD SURVEYING (Five (5) Person Survey Team) Includes vehicle, conventional equipment, personnel & all supplies/fuel	\$ 1,895.68
FIELD SURVEYING (Three (3) Person Survey Team) Includes vehicle, GPS equipment, personnel & all supplies/fuel	\$ 1,359.92
FIELD SURVEYING (Four (4) Person Survey Team) Includes vehicle, GPS equipment, personnel & all supplies/fuel	\$ 1,676.80
FIELD SURVEYING (Four (4) Person Survey Hydrographic Team) Includes vehicle, hydro equipment, personnel & all supplies/fuel	\$ 1,676.80
FIELD SUE (Designation Option- Designating Truck & Crew) Includes vehicle, equipment, personnel & all supplies/fuel	\$ 1,838.72
FIELD SUE (Designation Option- GPR w/Geologist & Technician) Includes vehicle, GPR, 250 & 500 Mhz antenna, data processor, personnel & all supplies/fuel	\$ 2,081.04
FIELD SUE (Designation Option- Vac Truck & Crew) Includes vehicle, equipment, personnel & all supplies/fuel	\$ 2,158.72
FIELD SUE (Location Option- Vac Truck & Crew) Includes vehicle, equipment, personnel & all supplies/fuel	\$ 2,158.72

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SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract
 (Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: Gresham Smith and Partners

Job Classification	Fully Burdened Hourly Rates
Contract Project Manager	\$ 175.00
Principal Architecture	\$ 225.00
Chief Architect	\$ 135.00
Project Coordinator Architecture	\$ 75.00
Chief Engineer	\$ 185.00
Senior Engineer	\$ 155.00
Project Engineer	\$ 145.00
Engineer	\$ 105.00
Senior Landscape Architect	\$ 175.00
Landscape Architect	\$ 145.00
Principal Planner	\$ 255.00
Planner	\$ 110.20
Designer	\$ 90.00
Senior Engineering Technician	\$ 110.00
Secretary/Clerical	\$ 70.40

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SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract

(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: Scheda Ecological Associates, Inc.

Job Classification	Fully Burdened Hourly Rates
Expert Witness	\$ 175.00
Principal Scientist	\$ 160.00
Senior Scientist IV	\$ 135.00
Senior Scientist III	\$ 125.00
Senior Scientist II	\$ 110.00
Senior Scientist I	\$ 100.00
Environmental Scientist II/III	\$ 90.00
Environmental Scientist I	\$ 85.00
Senior CAD Designer	\$ 85.00
GIS Specialist	\$ 80.00
Environmental Technician	\$ 60.00
Clerical	\$ 55.00

Scientific Diver Fee Schedule - SCUBA*

Depths ≤ 30 Feet	Hourly Rate **
Environmental Scientist	\$ 137.50
Senior Scientist	\$ 162.50
Depths > 30 Feet	
Environmental Scientist	\$ 175.00
Senior Scientist	\$ 200.00

** Minimum billing of four (4) hours. Includes SCUBA equipment.

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SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract
(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: Tierra, Inc.

Job Classification	Fully Burdened Hourly Rates
Project Manager	\$ 166.50
Senior Engineer	\$ 171.00
Chief Scientist	\$ 137.04
Senior Project Engineer	\$ 141.64
Geotechnical Engineer	\$ 113.81
Engineering Intern	\$ 96.62
Senior Scientist	\$ 115.65
Designer	\$ 93.32
Sr Engineering Technician	\$ 82.61
Geotechnical Technician	\$ 66.39
Secretary/Clerical	\$ 72.00

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Chattanooga, Nashville, Tennessee • Alexandria, Chesapeake, Virginia • Washington, D.C.



Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering, CEI and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00



SCHEDULE OF RATE VALUES

Contract 145-0342-CN(RW) Fixed Fee Schedule for Term of Contract
(Exhibit A-Fully Burdened Hourly Rates)

Consultant Name: VIBEngineering

Job Classification	Fully Burdened Hourly Rates
Chief Engineer	\$ 230.70
Principal Engineer	\$ 238.20
Senior ITS Specialist	\$ 225.00
Senior Engineer	\$ 187.50
Project Engineer	\$ 130.05
Engineer	\$ 90.60
Designer	\$ 75.30
Traffic/ITS Systems Analyst	\$ 126.00
Engineer Intern	\$ 78.30
Administrative Assistant	\$ 51.00

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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

Note the required insurance limits for this contract

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**

 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.

 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

(6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

(2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits	
Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Proposer can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000.00

(4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 2,000,000.00
General Aggregate	\$ 2,000,000.00

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

(5) Property Insurance Proposer will be responsible for all damage to its own property, equipment and/or materials.



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 47534

PROJECT: Roadways, Drainage, Structural, Civil and Traffic Engineering – Professional Consulting Services

CONTRACT NUMBER: 145-0342-CN (RW)

TYPE: Purchase Contract Other: CCNA Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 18-20 **PRODUCT ONLY**
Estimated 60-month expenditure not to exceed: \$40,000,000.00

REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1. <u>Purchasing Dept.</u> J. Leuro, Director C. Mancuso, Assistant Director		<i>[Signature]</i>		
2. <u>Requesting Dept.</u> Ivan Fernandez <u>Greg Cutrone</u> <u>Dan Glaser</u> <u>Merry Celeste</u>	6/29/15 6/25/15 KB 6/29/15	<i>[Signature]</i>	SEE RED-LINED COMMENTS	

Using Dept please provide below information:

- A. Yes, funding for this project is using grant funding. No, funding for this project is not using grant funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
- B. FY16 Initial and Date Funding is available for this project.
Provide title of funding source: Infrastructure Sales Tax (Penny for Pinellas) & / or Operating Budget per Assigned work Order

3. <u>BCC Finance</u> Attn: Cassandra Williams	7/1/15	<i>[Signature]</i>		
4. <u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	7/6/15	<i>[Signature]</i>	See changes p. 18-20	HIGH RISK NOT HIGH RISK
5. <u>Legal</u> Attn: Miles Belknap	7/9/15	<i>[Signature]</i>		
6. <u>Asst. County Administrator</u> Attn: Paul Sacco	7/13/15	<i>[Signature]</i>		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Rianner Woodard, Procurement Analyst at Extension 4-3149
In order to meet the following schedule, please return your requirements to Purchasing by: **July 3, 2015**

TENTATIVE DATES:

Advertisement: July 10, 2015
RFP Opening: July 30, 2015

PINELLAS COUNTY RANKING

RFP TITLE: Roadways, Drainage, Structural, Civil and Traffic Engineering
RFP #: 145-0342-CN(RW)

Company Name	Point Total	Ranking
RS&H, Inc.	897.50	1
HDR Engineering, Inc.	877.50	2
AECOM Technical Services, Inc.	873.00	3
Volkert, Inc.	871.75	4
H.W. Lochner, Inc.	867.50	5
Kisinger Campo & Associates, Corp	864.50	6
ICON Consultant Group, Inc.	863.75	7
Cumbey and Fair, Inc	863.00	8
Cardno, Inc.	858.50	9
DRMP, Inc.	857.25	10
The Heimbürg Group	856.25	11
CH2M Hill Engineers, Inc.	853.25	12
Faller, Davis and Associates, Inc.	849.75	13
HNTB Corporation	849.00	14
Kimley-Horn and Associates, Inc.	835.00	15
Land & Water Engineering Science, Inc.	832.00	16
King Engineering Associates, Inc.	831.75	17
Michael Baker International, Inc. (f/k/a Michael Baker Jr., Inc.	831.25	18
CPH Engineers, Inc.	826.75	19
Dewberry Engineers, Inc.	822.25	20
Ayres Associates, Inc.	821.25	21
Environmental Consulting & Technology, Inc.	812.50	22
Jacobs Engineering Group, Inc	800.25	23
Atkins North America, Inc.	798.50	24
Patel, Greene & Associates, PLLC	788.50	25
Tetra Tech, Inc	787.75	26
Stantec Consulting Services, Inc.	785.50	27
The Ash Group, Inc.	784.75	28
Compass Engineering and Surveying, Inc. d/b/a Deuel & Associates	782.50	29
Grimail Crawford, Inc.	780.25	30
BCC Engineering, Inc.	779.50	31
Bayside Engineering, Inc.	770.25	32
KCI Technologies, Inc.	770.00	33
Rummel, Klepper & Kahl, LLP t/a RK&K	769.25	34
Littlejohn Engineering Associates, Inc.	768.25	35
Wade Trim, Inc.	761.75	36
Wantman Group, Inc.	752.50	37
George F. Young, Inc.	751.00	38
Applied Sciences Consulting, Inc.	737.50	39
Greeman-Pedersen, Inc.	737.50	40
Gresham, Smith and Partners	729.25	41
Interflow Engineering, LLC	722.50	42
Jones Edmonds & Associates, Inc.	710.00	43
Florida Design Consultants, Inc.	661.75	44
DKS Associates, Inc.	595.50	45
GLE Associates, Inc.	576.50	46
Cribb Philbeck Weaver Group	575.00	47
Long & Associates Architects/Engineers, Inc.	573.00	48

Hamilton Engineering & Surveying, Inc.
Biller Reinhart Engineering Group, Inc.

553.00 49
542.75 50