

AGREEMENT

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Brownsfield Professional Engineering Services - Federal Funds

RFP CONTRACT NO. 22-0366-CN

CONTINUING FIRM: GEOSYNTEC CONSULTANTS, INC.

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 3

SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS 3

 1. DESCRIPTION OF OVERALL REQUIRED SERVICES 3

 2. ASSIGNMENT OF WORK 3

 3. CONSULTING RESPONSIBILITIES 3

 4. GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS 4

 5. KEY PERSONNEL 4

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 5

 1. SERVICES 5

 2. GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED 5

SECTION 4 - PERFORMANCE SCHEDULES 5

SECTION 5 - INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY 6

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS 6

SECTION 7 - COMPENSATION TO THE CONSULTANT 6

SECTION 8 - WORK ASSIGNMENT 7

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS 7

SECTION 10 - SATISFACTORY PERFORMANCE 7

SECTION 11 - RESOLUTION OF DISAGREEMENTS 8

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS 8

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS 8

SECTION 14 - INSURANCE COVERAGE 8

SECTION 15 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 8

SECTION 16 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 9

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE 9

SECTION 18 - TRUTH IN NEGOTIATIONS 9

SECTION 19 - SUCCESSORS AND ASSIGNS 9

SECTION 20 - INDEMNIFICATION 9

SECTION 21 - INTEREST ON JUDGMENTS 9

SECTION 22 - TERMINATION OF AGREEMENT 10

SECTION 23 - AGREEMENT TERM 10

SECTION 24 - CONFLICT OF INTEREST 10

SECTION 25 - EXTENT OF AGREEMENT 10

SECTION 26 - PUBLIC ENTITY CRIMES 10

SECTION 27 - PUBLIC RECORDS 11

CONTRACTOR'S DUTY 11

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 12

EXHIBIT A - RATES

EXHIBIT B - SCOPE OF WORK

EXHIBIT C - INSURANCE REQUIREMENTS

EXHIBIT D - FEDERAL ARPA GRANT REQUIREMENTS

AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES FOR
PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **22nd** day of **September, 2022**, 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 **Geosyntec Consultants, Inc.** with offices in Clearwater FL, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, the County department requires professional services associated with Brownsfield Professional Engineering Services – Federal Funds on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide Brownsfield Professional Engineering Services – Federal Funds requisite to the management needs of the County 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

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

Consultants will be required to provide environmental site assessment, remediation plans, testing and related services in accordance with Federal and State regulations, rules and guidance on an assignment-by-assignment basis for the County.

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 Public Works 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.

The minimum amount for individual work assignments issued under this Agreement will be for an amount of not less than \$50,000.00. No work assignment will be issued under the \$50,000.00 threshold amount.

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.

AGREEMENT

- D. The consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of and 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 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.
- F. The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. 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.

5. KEY PERSONNEL

- A. 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.

- B. The contractor and subcontractor must register with and use the E-verify system in accordance with Florida statute 448.095. The County will verify the work authorization of the contractor and subcontractor. A contractor and subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, contractor, or subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a subcontractor knowingly violated this provision, but the contractor otherwise complied with this provision, the County will notify the contractor and order that the contractor immediately terminate the contract with the subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d), Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clause set for in this section.

AGREEMENT

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

- A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.
- B. 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.
- C. If require, 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.
- D. The consultant shall provide the following, if requested:
 - 1. Support to County staff in development of a scope of services.
 - 2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - 3. Quality control and constructability reviews of plans
 - 4. 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.
 - 5. Project management support and preparation of independent cost estimates.
 - 6. Status meetings at a minimum of one each month.
 - 7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.
- E. Design phase (services to be defined with each specific work assignment)
- F. Bidding phase (services to be defined with each specific work assignment)
- G. Other engineering services. (services to be defined with each specific work assignment)
 - 1. 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).
 - 2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - 3. 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.

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 Public Works or designee who is a County employee.

AGREEMENT

- 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.
- C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

The County shall provide the following for the consultant's use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to 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

- 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.
- 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.
- 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.
- 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

- 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

AGREEMENT

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 an 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.
- 2. The upset limit for all compensation to be paid under the maximum five-year term of this Agreement is an amount not to exceed **\$5,000,000.00**. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
- 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

- 1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
- 2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment 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

- 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 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.
- 2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to 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.

AGREEMENT

SECTION 11 - RESOLUTION OF DISAGREEMENTS

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

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

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

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.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Consultant must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached.

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.

AGREEMENT

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 Consultant 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 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 or is qualified under chapter 481, Florida statutes, to practice architecture or landscape architecture, under chapter 472, Florida statutes, to practice land surveying and mapping, or under chapter 471, Florida statutes, to practice engineering, and who enters into a written Agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct 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 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

AGREEMENT

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 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.
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.
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.
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

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the 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. And/or the County travel policy, as approved by the County.

SECTION 24 - CONFLICT OF INTEREST

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

SECTION 25 - 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.

AGREEMENT

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

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

CONTRACTOR'S DUTY

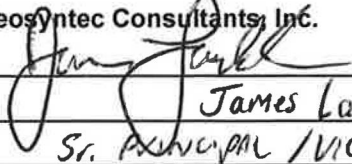
If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at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

AGREEMENT

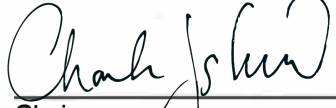
SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION

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 Geosyntec Consultants, Inc.
By: 
Print Name: James Langenbeck
Title: Sr. Principal / Vice President
Date: _____

PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Chairman
Date: September 22, 2022.



ATTEST: Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk
Date: September 22, 2022.

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

Labor Classification	Hourly Rate
Administrative	\$87
CADD Drafter	\$81
CADD Technician	\$95
Designer	\$130
Engineer 1	\$139
Engineer 2	\$178
Engineer Intern 1	\$94
Engineer Intern 2	\$100
Environmental Scientist 1	\$95
Environmental Scientist 2	\$118
Environmental Scientist 3	\$134
GIS Technician 2	\$121
GIS Technician 1	\$102
Principal	\$250
Project Manager 1	\$187
Project Manager 2	\$204
Project Manager 3	\$232
Senior CADD Technician	\$91
Senior Engineer 1	\$213
Senior Engineer 2	\$222
Senior Environmental Scientist	\$154

Additional payment for equipment and/or laboratory test fees will be determined on a per work assignment basis and is at the sole discretion and approval of County staff. No cost plus or mark ups on equipment or laboratory fees will be accepted.

Each hourly rate is fully loaded (burdened), including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. It is understood that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. No overhead and operating margin will be applied for sub-consultant services. The rates will be held firm for the initial contract term.

RATES
Brightwater Solutions

06-17-2022

P. James Linton
Principal
Geosyntec
19321 U.S. Highway 19 North
Building C, Suite 200
Clearwater, FL 33764

Via Email: JLinton@geosyntec.com

Schedule of Rates
"EXHIBIT A"

Contract No.: 22-0366-CN(LN)
Contract Title: Brownfield Professional Engineering Services – Federal Funds


Consultant: Geosyntec
Subconsultant Name: Brightwater Solutions, LLC

The following rates are Brightwater's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Licensed Engineer/Scientist	\$175.00
Senior Engineer/Scientist	\$165.00
Engineer/Scientist	\$120.00
Designer	\$102.00
Environmental Field Technician	\$70.00
Engineer/Scientist Intern	\$58.00
Construction Manager/CGC	\$175.00
Construction Superintendent	\$95.00
Field Crew Supervisor	\$82.00
Foreman	\$76.00
Construction Technician	\$66.00
Laborer	\$58.00
Secretary/Clerical	\$58.00

We look forward to working with you on the contract. If you have any questions or require further information, please contact our office at 727.321.3688.

Sincerely,



Kelly Bishop, PG
Principal



**Ambient
Technologies**

An Earth of Experience

Subsidiaries & Affiliates

Minority Certified



ATI

COMPANIES

An Earth of Experience

A Subsidiary of Ambient Technologies, Inc

Minority Certified



A Subsidiary of Ambient Technologies, Inc

Minority Certified

**ENVIRONMENTAL DRILLING AND
GEOPHYSICAL SERVICES BILLING
RATES FOR THE
PINELLAS COUNTY - BROWNFIELD
PROFESSIONAL ENGINEERING
SERVICES**






ENVIRONMENTAL DRILLING RATES
Proposal Number: 22206019 - G22206002
GEOSYNTEC - Pinellas County - Brownfield Professional Engineering Services – Federal Funds Contract
Rates Valid 2022-2027

• General baseline fee schedule (most common items). It may be adjusted depending on SOW and requirements.

Client is responsible for any ROW or access permits and MOT for the work to be performed, if needed.

DRILLING ACTIVITIES			
Direct Push Rig Daily Rate - (maximum 10 hours)	full day		\$1,898.40
Direct Push Rig Half-Day Rate ¹ - (maximum 5 hours)	half day		\$1,542.45
Prepack Well Screen (includes all materials) Length 5ft ID 1" _____	each		\$96.05
PVC Well Screen (includes all materials) Length 5ft ID 1" _____	each		\$45.20
PVC Well Screen (includes all materials) Length 10ft ID 1" _____	each		\$56.50
Well Riser (includes all materials) ID-1" 5' Length _____	each		\$42.94
Well Riser (includes all materials) ID-1" 10' Length _____	each		\$54.24
Prepack Well Screen (includes all materials) Length 5ft ID 1.5" _____	each		\$113.00
PVC Well Screen (includes all materials) Length 5ft ID 1.5" _____	each		\$54.24
PVC Well Screen (includes all materials) Length 10ft ID 1.5" _____	each		\$65.54
Well Riser (includes all materials) ID-1.5" 5' Length _____	each		\$50.85
Well Riser (includes all materials) ID-1.5" 10' Length _____	each		\$62.15
Prepack Well Screen (includes all materials) Length 5ft ID 2" _____	each		\$152.55
PVC Well Screen (includes all materials) Length 5ft ID 2" _____	each		\$62.15
PVC Well Screen (includes all materials) Length 10ft ID 2" _____	each		\$73.45
Well Riser (includes all materials) ID-2" 5' Length _____	each		\$56.50
Well Riser (includes all materials) ID-2" 10' Length _____	each		\$67.80
Soil Gas Probe installation - Specs to be confirmed by client	each		TBD
Monitoring Well Completion-HSA (incl. sand pack, seal, pad/MHC, development, locking cap)	per well		\$209.05
Monitoring Well Completion-DPT (incl. sand pack, seal, pad/MHC, development, locking cap)	per well		\$169.50
Monitoring Well Completion-Temp (incl. sand pack, seal, development, locking cap, abandon)	per well		\$130.52
Aluminum/Steel 4"x4"x5' stand up cover- Material Only. To add on well completion line items	each		\$533.93
Bollard installation- 3 per set	each		\$508.50
Bollard installation- 4 per set	each		\$734.50
Open, Plug/resurface borehole- SB/GW up to 80ft	each		\$67.80
DRILLING DOUBLE CASED WELL			
Surface casing ID-4" 5' length	each		\$118.65
Surface casing ID-6" 5' length	each		\$163.85
Monitoring Well Completion 4" (includes sand pack, seal, pad/MHC, development, locking cap)	per well		\$293.80
Monitoring Well Completion 6" (includes sand pack, seal, pad/MHC, development, locking cap)	per well		\$322.05
REMEDIATION-INJECTION ACTIVITIES			
Direct Push Rigs (2) and Injection Equipment	day		\$8,475.00
Mobilization Injection set up	LS		TBD
Water permit and consumption	LS		TBD
ABANDONMENT			
MW abandonment- 1" or 2" grout/plug	ft.		\$8.48
MW abandonment- 4" grout/plug	ft.		\$15.82
MW abandonment- 6" grout/plug	ft.		\$22.60
Regular 2'x2'x4" Pad and cover- Removal and disposal and resurfacing	each		\$152.55
Bollard removal- 3 point bollard	each		\$452.00
2x2 road box: Removal, disposal and resurfacing	each		\$791.00
IN-SITU READINGS			
CPT- Tip resistance, Sleeve friction, Pore pressure and Seismic- Included Rig	day		\$2,655.50
Interpretation Report	per boring		\$197.75
SAFETY			
Borehole clearance using geophysics (GPR and Electronics) no map- up to 4hrs on site	LS		\$1,073.50
Borehole clearance using geophysics (GPR and Electronics) no map- up to 8hrs on site	LS		\$1,864.50
Vacuum/Soft digging/Air knife- Up to 4hrs on site	LS		\$1,751.50
Vacuum/Soft digging/Air knife- Up to 8hrs on site	LS		\$2,090.50
MISCELLANEOUS			
Mobilization (one rig) Miles round trip:	round trip		\$734.50
Daily travel- Automatic when travel distances are 100 to 150 miles round trip	day		\$90.40
Per Diem - Automatic when field work is longer than 9hr/day or round trip over 150 miles	per crew/night		\$429.40
DOT Approved 55-gal Drum	each		\$84.75
Special Order Closed Top Drums	each		\$107.35
Permits ² (Drilling and abandonment only; cost according to WMD & Local Municipalities)	each		TBD
Pre-drilling on site meeting-	each		\$339.00
Pre-drilling conference call- 30 minutes	each		\$90.40
Extra hour rate ⁵	hour		\$242.95
Use of a concrete saw or concrete core bit -To open asphalt or concrete for SB/GW	each		\$84.75

  			
GEOPHYSICAL EQUIPMENT RATES Proposal Number: 22206019 - G22206002 GEOSYNTEC - Pinellas County - Brownsfield Professional Engineering Services - Federal Funds Contract Rates Valid 2022-2027			
Geophysical Equipment (Land-Based)	Equipment Type	Unit of Measurement	Price Per Unit
GPR System w/ 1 Antenna	Mala or GSSI	Per Day	\$183.86
GPR System w/ 2 or more Antenna	Mala or GSSI	Per Day	\$232.53
Geode 24-Channel Seismic System with Geophones	Geometrics	Per Day	\$270.38
Geode 48-Channel Seismic System with Geophones	Geometrics	Per Day	\$297.42
Ballard Crosshole Seismic System	Ballard	Per Day	\$270.38
Electromagnetics (EM-31 MK2)	Geonics	Per Day	\$135.19
Electromagnetics (EM-34)	Geonics	Per Day	\$135.19
Electromagnetics (EM-61 MK2)-TDEM	Geonics	Per Day	\$135.19
Magnetometer (Cesium Vapor 858)	Geometrics	Per Day	\$135.79
R8 56-Channel Electrical Resistivity Imaging System	AGI	Per Day	\$378.53
R8 112-Channel Electrical Resistivity Imaging System	AGI	Per Day	\$648.90
DC Resistivity Testing System (large)	AGI	Per Day	\$216.30
DC Resistivity Testing System (small)	L&R	Per Day	\$81.12
Pile Integrity Tester	Pile Dynamics	Per Day	\$135.19
Metal Detector	Schoenstedt	Per Day	\$21.63
Sonic Cross-Hole Logging System	Olson Instruments	Per Day	\$324.45
Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	Per Day	\$162.23
Ultra-Sonic Pulse Velocity System	Olson Instruments	Per Day	\$162.23
Slab Impulse Response System	Olson Instruments	Per Day	\$162.23
Electronic Utility Locator	RadioDetection	Per Day	\$54.08
EM Rebar Detector	Profometer	Per Day	\$37.86
Vacuum Excavation System w/ Compressor	Utiliscope VE-75	Per Day	\$732.60
Floor level Survey Equipment	ZIP Level	Per Day	\$27.04
Global Positioning Systems (GeoXH)	Trimble	Per Day	\$81.12
Pipeline Video Inspection-push camera	RadioDetection	Per Day	\$270.38
Infrared Video Camera (T400)	FLIR	Per Day	\$135.19
In-Situ Thermal Conductivity Testing (FTN01)	Hukseflux	Per Day	\$216.30
Concrete Core Drill Press	Makita	Per Day	\$162.23
Hand Push Penetrometer	Humboldt	Per Day	\$21.63
Field Vehicle	Nissan	Per mile	\$0.61
All Terrain Vehicle	Kawasaki (Mule)	Per Day	\$108.15
Geophysical Equipment (Marine-Based)			
Sub-Bottom Profiler (3200 System with 216 Towfish)	Edgetech	Per Day	\$367.50
Bathymetric Profiler (EchoTrac CVM)	EchoTrac	Per Day	\$131.25
Edgetech 4200 Sidescan Sonar System	Edgetech	Per Day	\$341.25
Seafloor Systems HydroLite-DFX Dual Frequency Echosounder	Sea Floor Systems	Per Day	\$131.25
Tritech StarFish 990F side scan sonar system	Tritech	Per Day	\$131.25
Geometrics G-882 TVG Marine Magnetometer	Geometrics	Per Day	\$157.50
Pontoon Survey Boat	Wilderness Systems	Per Day	\$131.25
Marine Navigation and Comm Software Package	Hydropac	Per Day	\$131.25
Fresh-Water/Near-Shore Power Boat w/ trailer	Carolina Skiff	Per Day	\$262.50
Ambient Technologies, Inc. & Subsidiaries ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics ATI Energia, LLC – Solar Energy ATI Panamericana, S.A. Headquarters: 4610 Central Avenue, St. Petersburg, FL 33711 Ph.: (727) 328-0268 Fax: (727) 328-2477 info@ambienttech.com www.ambienttech.com Minority Certified			



Transportation Pricing
Effective August 1, 2018

PORTAL TO PORTAL (CLARK to CLARK) HOURS AND PREP TIME AT FACILITY

	CLARK to CLARK <200 Miles <u>One-Way</u>	Overtime & <u>Weekends</u>
<u>Vehicles w/Driver – 4 hour minimum</u>		
Wet Vacuum	\$120.00 per hour	\$150.00 per hour
Tractor w/Rails	\$110.00 per hour	\$140.00 per hour
Roll Off Truck/Straight Rails	\$110.00 per hour	\$140.00 per hour
Tractor with Dump Trailer	\$110.00 per hour	\$140.00 per hour
Tanker	\$110.00 per hour	\$140.00 per hour
<u>Miscellaneous Support Items & Materials</u>		
Frac Tank Daily Usage	\$ 60.00 per day/each	
Frac Tanker Drop Off/Pick Up	Varies per Site	
Roll-off Open Top Daily Usage	\$ 15.00 per day	
Closed Top Roll-off	\$ 20.00 per day	
Vacuum Box Roll-off	\$ 50.00 per day	
Liner – Visqueen	\$ 45.00 each	
Flatbed Trailer	\$ 60.00 per day	
Hotsy	\$ 40.00 per hour	
Pickup Truck	\$ 25.00 per hour, CLARK to CLARK, \$200/day	
Other Equipment – Flexible Hose	\$ 2.50 per foot	
Personal Protective Equipment (PPE)	\$ 35.00 per man per day	
Duct Tape	\$ 14.00 per roll	
Other 3rd party equipment, labor & items	Cost plus 25%	
<u>Personnel</u>		
Senior Project Manager	\$ 90.00 per hour	\$120.00 per hour
Chemist	\$ 75.00 per hour	\$100.00 per hour
Project Manager	\$ 85.00 per hour	\$110.00 per hour
Safety Officer	\$ 60.00 per hour	\$ 85.00 per hour
Supervisor	\$ 75.00 per hour	\$100.00 per hour
Equipment Operator	\$ 65.00 per hour	\$ 85.00 per hour
Field Technician	\$ 45.00 per hour	\$ 65.00 per hour
Per Diem	\$ 150 per man per day	
<u>Power Washouts</u> (upon completion of job at Clark Environmental, Inc.)		
Power Washout Standard (1 hour minimum/disposal)		\$155.00 per hour
Power Washout Standard (1 hour minimum/no disposal)		\$200.00 per hour
Power Washout with confined space entry (1 hour minimum)		\$300.00 per hour

Overtime is considered -

- 1) Any time beyond eight (8) consecutive hours on clock; or,
- 2) Any time between Friday after 4:30 PM and Monday before 8:00 AM (4 hour minimum)
- 3) Plant after hours - \$80.00 per man-hour, two-man minimum, \$160.00/hour



Disposal Pricing
Effective August 1, 2018

DRUMS**WASTE PROCESSING**

Size (gal)	Trans	Liquid	Light Debris	Sludge or Oil Dry	Solids	Gels	Lab Packs	Empty Trans	Empty Disp
1	\$2	\$5	\$5	\$8	\$8	\$8	\$25	\$3	\$5
5	\$5	\$10	\$10	\$12	\$12	\$15	\$75	\$5	\$5
10	\$10	\$20	\$20	\$20	\$20	\$30	\$75	\$5	\$5
15-25	\$15	\$40	\$40	\$55	\$55	\$65	\$100	\$10	\$8
55	Below	\$60	\$60	\$80	\$80	\$105	\$175	\$10	\$15
85	Below	\$80	\$80	\$125	\$125	\$155		\$15	\$20
yd ³	Below	\$180	\$210	\$250	\$250	\$350			\$80

251-400 miles - \$50/drum (\$60/85-gal) Totes- \$200 <11 drums/site - Surcharge of \$200/site
 101-250 miles - \$40/drum (\$50/85-gal) Totes- \$160 < 6 drums/site - Surcharge of \$50/site
 0-100 miles - \$30/drum (\$40/85-gal) Totes- \$120 < 6 drums/site - Surcharge of \$50/site

BULK WASTE PROCESSING

(BC/BW Codes)

Based on Centrifuge Testing (v/v) per CLARK SOP

Liquids <10% Solid	Sludge 10-25% Solid	Solids	Sludge >25%	Light Debris
\$0.030/lb	\$0.045/lb	\$0.040/lb	\$0.070/lb	\$0.080/lb

BULK SOILS**THERMAL****BR CODE (Recycling)**

Tons	Pricing per Ton	Regular/Ton
< 14 tons	\$750 minimum	\$500 minimum
14 - 140	\$50.00	\$35.00
141 - 700	\$47.00	\$33.00
701 - 1400	\$44.00	\$30.00
1401 - 2100	\$40.00	Negotiable
> 2100	Negotiable	Negotiable
Clean Fill	\$3.25/yd ³ + tax	\$3.25/yd ³ + tax
Excess Debris Surcharge	\$5.00/ton	N/A

TCLP TESTING**TOTALS TESTING****DRUM SUPPLIES**

8 Metals	\$240.00
Volatiles	\$175.00
4 Metals	\$125.00
Benzene	\$125.00
PCBs	\$110.00
TOX	\$70.00

4 Metals	\$75.00
TRPH	\$105.00
8270 (VOH)	\$235.00
Virgin Preburn	\$300.00
Non-Virgin Preburn	\$400.00
Coal Tar-Creosote	\$650.00
8260 (VOA)	\$165.00
8081 (Pests)	\$185.00
8151 (Herbs)	\$185.00

Bolts	\$2.00
Gaskets	\$5.00
Lids	\$10.00
Rings & Bolts	\$10.00
New 55-Gal Drum	\$40.00
Used 55-Gal Drum	\$20.00
85-Gal Overpack	\$200.00

Hazardous Waste E-Manifest Fee - \$20/manifest

Petroleum Testing Requirements for Spills:

Virgin Oils - SDS only	Virgin Diesel - SDS only
Gasoline - TCLP Benzene	Used Oil - TCLP Benzene & TCLP 4 Metals
Antifreeze - TCLP Benzene & TCLP 4 Metals	Tank Bottoms - TCLP Benzene & TCLP 4 Metals
Used Transformer Oil - TCLP 4 Metals and PCB	

RATES



Quote Number: 18362

QUOTE

QUOTED TO: Todd Kafka

QUOTE DATE: 1/1/2021

COMPANY NAME: Geosyntec - 2021

QUOTED BY: Craig Burns

PHONE NUMBER: Ext.

FAX NUMBER:

PROJECT REFERENCE: Drum Trans & Disposal for non-haz materials

CUSTOMER PO:

CONTACT EMAIL:

SITE ADDRESS: TBD

CLARK ENVIRONMENTAL, INC. IS PLEASED TO PROVIDE THE FOLLOWING COST ESTIMATE FOR THE SITE/ PROJECT LISTED ABOVE.

DESCRIPTION	PRICE	QTY.	UNIT	TOTAL
NON HAZ DRUM DISPOSAL**Soils, Solids, Sludges**	\$80.00		DRUM	\$0.00
NON HAZ DRUM DISPOSAL**Liquids, PPE, Pads/Rags**	\$60.00		DRUM	\$0.00
TRANSPORTATION: 0-100 miles from CLARK Mulberry FL <6 drums/site - surcharge of \$50/site	\$30.00		DRUM	\$0.00
TRANSPORTATION: 101-250 miles from CLARK Mulberry FL <6 drums/site - surcharge of \$50/site	\$40.00		DRUM	\$0.00
TRANSPORTATION: 251-400 miles from CLARK Mulberry FL <11 drums/site - surcharge of \$200/site	\$50.00		DRUM	\$0.00
Totes T&D is available. CLARK can also deliver new drums to each site if needed :\$40 + tax	\$0.00			\$0.00
HAZ Drums to be quoted case-by-case	\$0.00			\$0.00
TOTAL REQUIRED ITEMS				\$0.00
TOTAL OPTIONAL ITEMS				\$0.00
GRAND TOTAL				\$0.00

**Environment Testing
 America**

**Geosyntec
 Pinellas County, FL 2022 Fee Schedule**

**Eurofins Environment Testing Southeast
 6712 Benjamin Road, Suite 100
 Tampa, FL 33634
 813-885-7427**

Rhonda Moll, Account Executive

p: 305-407-4159

Rhonda.Moll@et.eurofinsus.com

DESCRIPTION	Unit Cost
Soil Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (Multiple Methods)	\$155.00
Water, Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (Multiple Methods)	\$220.00
Soil, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C.	\$473.00
Water, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C.	\$518.00
BTEX + MTBE (EPA 624, EPA 8260)	\$30.00
Volatile Organic Halocarbons, except EDB (EPA 8260)	\$60.00
BTEX + MTBE + VOHs (EPA 601/602, EPA 624, EPA 8260)	\$65.00
Polycyclic Aromatic Hydrocarbons, inc 1-methylnaphthalene + 2-methylnaphthalene (EPA 625, EPA 8270)	\$60.00
EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	\$50.00
Priority Pollutant Volatile Organics (EPA 8260)	\$65.00
Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 625, EPA 8270)	\$125.00
Pesticides (EPA 8081)	\$70.00
PCBs [or Aroclors] (EPA 608 or EPA 8082)	\$55.00
TRPHs (FL-PRO)	\$60.00
Soil, TRPH Fractionation (TPHCWG Direct Method)	\$250.00
Single Metal, includes digestion (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	\$15.00
Additional Metals (includes digestion)(EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	\$6.00
Mercury, Total (EPA 245.1, EPA 6020 or EPA 7470/7471)	\$20.00
RCRA Metals, includes digestion (EPA 200.7/200.8, EPA 6010/6020 & EPA 245.1, EPA 7471/7471)	\$65.00
TAL Metals, includes digestion (EPA 200.7/200.8, EPA 6010/6020 & EPA 245.1, EPA 7471/7471)	\$100.00
Alkalinity [as CaCO3] (EPA 310.2 or SM 2320 B)	\$15.00
Ammonia [as N] (EPA 350.1, SM 4500-NH3 C, SM 4500-NH3 D, SM 4500-NH3 G or SM 4500-NH3 H)	\$20.00
Chloride (EPA 300.0, EPA 9056, SM 4500CI B, SM 4500CI C or SM 4500CI E)	\$15.00
Hardness, Total [as CaCO3] (SM 2340 B or SM 2340 C)	\$12.00
Nitrate [as N] (EPA 300.0 or EPA 353.2)	\$18.00
Nitrate-Nitrite [as N] (EPA 300.0, EPA 353.2, SM 4500-NO3 E or SM 4500-NO3 F)	\$18.00
Nitrite [as N] (EPA 300.0, EPA 300.1, SM 4500-NO2 B or SM 4500-NO3 F)	\$18.00
Water, Organic Carbon, Total (SM 5310 B, SM 5310 C or EPA 9060)	\$24.00
Orthophosphate [as P] (EPA 300.0, EPA 365.1, EPA 365.3, EPA 9056, SM 4500-PE or SM 4500-PF)	\$18.00
Residue-filterable [Total Dissolved Solids] (SM 2540 C)	\$15.00
Residue-nonfilterable [Total Suspended Solids] (SM 2540 D)	\$15.00
Sulfate (EPA 300.0, EPA 9038, EPA 9056 or SM 4500-SO4 C)	\$15.00
Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311)	\$35.00
Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA1312)	\$35.00
Soil, Organic Carbon, Total (EPA 9060 or Walkey-Black)	\$55.00
Moisture (Dry Weight Correction)	\$5.00
PFAS 14-24 compounds	\$250.00
PFAS 25-36 compounds	\$275.00
Line Item Costs	
Safe & Environmental Responsible Waste management fee (per sample)	\$2.50
TerraCore Kit	\$20.00
25g EnCore Sampling Containers for SPLP Volatiles	\$18.00



SurvTech Solutions, Inc.

10220 U.S. Highway 92 East

Tampa, Florida 33610

Web: www.survtechsolutions.com

Phone: 813-621-4929

Fax: 813-621-7194

Email: Sales@survtechsolutions.com

Wednesday, June 22, 2022

Jim Linton
Geosyntec Consultants
19321 US Highway 19 N
Clearwater, FL 33764

RE: RFP 22-0366-CN Brownfield Professional Engineering Services – Federal Funds – Request for Service Rates

Dear Jim;

SurvTech Solutions, Inc. is pleased to submit the following information for your consideration in selecting a firm to perform the required services. We feel that you will find SurvTech Solutions, Inc. is well qualified to accomplish all services set forth in the aforementioned RFP. Our outstanding staff of professional, technical, and support personnel has extensive and varied qualifications and experience.

SurvTech has provided you with the requested hourly rates below. Please review and let us know if you have any questions.

Job Description	Hour Rates/Unit Costs	Comments
2-Man Survey Crew	\$185.00	Party Chief and I-Man equipped with RTK GPS and Reflectorless Total Stations
3-Man Survey Crew	\$245.00	Party Chief, I-Man, and Field Assistant equipped with RTK GPS and Reflectorless Total Stations
Survey Tech 4 (Party Chief)	\$110.00	
Survey Tech 3 (Jr. Chief)	\$100.00	
Survey Tech 2 (I-Man)	\$75.00	
Survey Tech 1 (I-Man)	\$60.00	
CADD Tech 2 (Sr. CADD Technician)	\$120.00	A well experienced drafter, possessing specialized CAD, data processing, boundary retracement knowledge, and legal description creation skills.
CADD Tech 1 (Jr. CADD Technician)	\$105.00	An intermediate level drafter, capable of producing topographic drawings, easement exhibits, and general drafting applications.
Survey PSM 2 (Principal PSM)	\$180.00	Owners/Department Managers who are PSMs.
Survey PSM 1 (PSM)	\$165.00	
Admin	\$65.00	

SurvTech Solutions, Inc. appreciates this opportunity to submit this proposal for services. We look forward to serving Geosyntec Consultants on this project.

Respectfully submitted,
SurvTech Solutions, Inc.
Florida Licensed Business No. 7340

Matthew S. Brooks, PSM, LS, PLS
V.P. of Contracts Management

EXHIBIT C – INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

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

2. INDEMNIFICATION

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

3. INSURANCE

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

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

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

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

EXHIBIT C – INSURANCE REQUIREMENTS

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall:

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor.
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract.
- 3) Provide that County will be an additional indemnified party of the subcontract.
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability.
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below.
- 6) Assign all warranties directly to the County.
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

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

- 1) **Workers' Compensation Insurance:** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein

Limits

EXHIBIT C – INSURANCE REQUIREMENTS

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

If Consultant is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

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

Limits

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

- 3) **Pollution Legal/Environmental Legal Liability Insurance:** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000
General Aggregate	\$1,000,000

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

- 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”, Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

EXHIBIT C – INSURANCE REQUIREMENTS

Limits

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

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

- 5) **Property Insurance:** Consultant will be responsible for all damage to its own property, equipment and/or materials.

EXHIBIT D - ARPA CONTRACT PROVISIONS

CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS

PROPOSAL NUMBER: 22-0366-CN

**PROPOSAL TITLE: BROWNFIELD PROFESSIONAL ENGINEERING SERVICES-
FEDERAL FUNDS**

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

Equal Employment Opportunity: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

Brownsfield Professional Engineering Services - Federal Funds

- (4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

Davis-Bacon Act as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

Copeland Anti Kick Back Act: If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708): Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

Brownsfield Professional Engineering Services - Federal Funds

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387): As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

Conflict of Interest [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

Mandatory Disclosures [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

Protected Personally Identifiable Information (Protected PII) [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

Prohibition on utilization of time and material type contracts [2 CFR §200.318 (j)

(1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Prohibition on utilization of cost plus a percentage of cost contracts [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.