

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the ____ day of ____ 20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Arcadis U.S., Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 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.
- 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 Real Estate Management 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 five hundred thousand dollars (\$500,000.00). 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.

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

SECTION 8 WORK ASSIGNMENTS

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

**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 designee.

**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 work 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 full five (5) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

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.

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: Arcadis U.S., Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Christopher P. Hill
Title: Vice President Date: 6/28/16

By: _____
Chairman Date: _____

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 (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – Geoview, Inc. (cont.)

Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
GPR System w/ 1 Antenna	Mala or GSSI	\$ 187.00	day
GPR System w/ 2 or more Antenna	Mala or GSSI	\$ 236.50	day
Geode 24-Channel Seismic System with Geophones	Geometrics	\$ 275.00	day
Geode 48-Channel Seismic System with Geophones	Geometrics	\$ 302.50	day
Ballard Crosshole Seismic System	Ballard	\$ 275.00	day
Electromagnetics (EM-31 MK2)	Geonics	\$ 110.00	day
Electromagnetics (EM-34)	Geonics	\$ 132.00	day
Electromagnetics (EM-61 MK2)-TDEM	Geonics	\$ 132.00	day
Magnetometer (Cesium Vapor 859)	Geometrics	\$ 110.00	day
R8 56-Channel Electrical Resistivity Imaging System	AGI	\$ 385.00	day
R8 112-Channel Electrical Resistivity Imaging System	AGI	\$ 660.00	day
DC Resistivity Testing System (large)	AGI	\$ 220.00	day
DC Resistivity Testing System (small)	L&R	\$ 55.00	day
Metal Detector	Schoenstedt	\$ 22.00	day
Pile Integrity Tester	Pile Dynamics	\$ 137.50	day
Sonic Cross-Hole Logging System	Olson Instruments	\$ 330.00	day

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant –Geoview, Inc. (cont.)

Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	\$ 275.00	day
Ultra-Sonic Pulse Velocity System	Olson Instruments	\$ 275.00	day
Slab Impulse Response System	Olson Instruments	\$ 110.00	day
Electronic Utility Locator	RadioDetection	\$ 55.00	day
EM Rebar Detector	Profometer	\$ 38.50	day
Vacuum Excavation System w/ Compressor	Utiliscope VE-75	\$ 495.00	day
Floor level Survey Equipment	ZIP Level	\$ 22.00	day
Global Positioning Systems (GeoXH)	Trimble	\$ 82.50	day
Sub-Bottom Profiler (3200 System with 216 Towfish)	Edgetech	\$ 385.00	day
Bathymetric Profiler (Echotrac CVM)	Odem	\$ 125.00	day
Field Vehicle	Nissan	\$ 0.62	Mile
All Terrain Vehicle	Kawasaki (Mule)	\$ 110.00	Day
Marine Navigation and Comm Software Package	Hypack	\$ 137.50	Day
Fresh-Water/Near-Shore Power Boat w/ trailer	Carolina Skiff (17 ft)	\$ 275.00	Day
Pipeline Video Inspection-push camera	RadioDetection	\$ 110.00	Day
Infrared Video Camera (T400)	FLIR	\$ 137.50	Day
In-Situ Thermal Conductivity Testing (FTN01)	Huxseflux	\$ 220.00	Day
Minimate Plus Vibration and Overpressure Monitor system	Instantel	\$ 385.00	week

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – Ambient Technologies, Inc. (cont.)

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACTED ITEM PRICE
1.	OFFICE ACTIVITIES		
1-1.	File Review	Per Review	\$275.00
1-2.	Site Health & Safety Plan	Per Site	\$165.00
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in	Reimbursable*	
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	
2.	FIELD ACTIVITIES - GENERAL		
2-1.	Site Reconnaissance/Field Measurement Visit	Per Visit	\$550.00
2-4.	Contractor Oversight for Non-Price Schedule Activities	Per Day	\$825.00
3.	MOBILIZATION		
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	\$440.00
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	\$550.00
3-9.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - ≤ 100 miles each way	Per Round Trip	\$522.50
3-10.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - > 100 miles each way	Per Round Trip	\$660.00
4.	MEALS AND LODGING		
	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher required and quoted rate should be per person per day	Per Person, Per Day	\$123.20
4-1.b.	Per Diem - Contractor travel for specific meetings or legal proceedings required by Department (hotel and meals may be paid	Reimbursable*	
5.	DRILLING AND BORING		
5-1.a.1.	Split Spoon Sampling – 2 foot (during boring) < 50 feet	Per Spoon	\$22.00
5-1.a.2.	Split Spoon Sampling – 2 foot (during boring) 50 to 100 feet	Per Spoon	\$30.80
5-1.a.3.	Split Spoon Sampling – 2 foot (during boring) > 100 feet	Per Spoon	\$39.60
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	\$110.00
5-3.a.	Direct Push Technology (DPT) Rig and Equipment	Full Day	\$1,430.00
5-5.a.	DPT Membrane Interface Probe (MIP) Equipped with PID and ECD (add-on cost to DPT base rate)	Full Day	\$1,320.00
5-6.	HSA or MR Boring, ≤ 6 inch diameter, < 50 foot total depth	Per Foot	\$19.80
5-7.	HSA or MR Boring, ≤ 6 inch diameter, 50 to 100 foot total depth	Per Foot	\$30.80
5-8.	HSA or MR Boring, ≤ 6 inch diameter, > 100 foot total depth	Per Foot	\$38.50
5-9.	HSA or MR Boring, > 6 to 10 inch diameter, < 50 foot total depth	Per Foot	\$44.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – Ambient Technologies, Inc. (cont.)

6. WELL INSTALLATION			
6-1.	Well Installation - 1 inch diameter	Per Foot	\$29.70
6-2.a.	Well Installation - 2 inch diameter (vertical)	Per Foot	\$31.90
6-2.b.	Well Installation - 2 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$44.00
6-3.a.	Well Installation - 4 inch diameter (vertical)	Per Foot	\$38.50
6-3.b.	Well Installation - 4 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$49.50
6-4.	Well Installation - 6 inch diameter	Per Foot	\$71.50
6-5.	Surface Casing - 6 inch diameter	Per Foot	\$39.60
6-6.	Surface Casing - 8 inch diameter	Per Foot	\$44.00
6-9.a.	Additional Well Screen > 20 feet - 1 inch diameter	Per Foot	\$8.80
6-9.b.	Additional Well Screen > 20 feet - 2 inch diameter	Per Foot	\$13.20
6-9.c.	Additional Well Screen > 20 feet - 4 inch diameter	Per Foot	\$33.00
6-9.d.	Additional Well Screen > 20 feet - 6 inch diameter	Per Foot	\$44.00
6-10.	Above Grade Well Completion w/bollards	Per Well	\$583.00
6-11.	Installation of Well Vault - 2 x 2 x 2 foot	Per Vault	\$715.00
6-12.	Installation of Well Vault - 4 x 4 x 2 foot	Per Vault	\$880.00

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – FECC, Inc.

Classification	Hourly Rate
Administrative Support	\$58
Contracts Administrator	\$78
Laborer	\$37
Technician I	\$42
Technician II	\$46
Jr. Heavy Equipment Operator	\$47
Sr. Heavy Equipment Operator	\$58
Environmental Technician	\$58
Site Foreman	\$65
Site Supervisor	\$75
Health & Safety Supervisor	\$80
Project Superintendent	\$95
Construction Manager	\$128
Project Manager	\$142
Certified Hazardous Material Manager	\$95
Certified Industrial Hygienist	\$115

Other Classifications	Hourly Rate

Equipment:

Support truck w/tools and fuel cell	\$65/day
Support trailer w/tools	\$75/day

Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – MC Squared (cont.)

Service Element	Unit	Cost Per Unit
I. FIELD INVESTIGATION		
1. Mobilization of Men and Equipment		
Truck Mounted Equipment		
Pinellas County County	Each	\$ 450.00
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	\$ 550.00
2. Truck Mounted Equipment		
a. Standard Penetration Test (SPT) Borings		
0 - 50 feet	L.F.	\$ 12.75
50-100 feet	L.F.	\$ 16.50
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.	\$ 8.35
50-100 feet	L.F.	\$ 9.50
100-150 feet	L.F.	\$ 11.50
d. Rock Coring		
0 - 50 feet	L.F.	\$ 42.00
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.	\$ 21.50
50-100 feet	L.F.	\$ 24.70
100-150 feet	L.F.	\$ 44.55
b. Grout-Seal Boreholes		
0 - 50 feet	L.F.	\$ 7.50
50-100 feet	L.F.	\$ 10.50
100-150 feet	L.F.	\$ 14.60
c. Casing Allowance		
0 - 50 feet	L.F.	\$ 12.50
50-100 feet	L.F.	\$ 15.50
100-150 feet	L.F.	\$ 16.80
d. Rock Coring		
0 - 50 feet	L.F.	\$ 43.50
50-100 feet	L.F.	\$ 55.75
100-150 feet	L.F.	\$ 68.00
4. Extra Split Spoon Samples		
0 - 50 feet	Each	\$ 37.50
50-100 feet	Each	\$ 43.50
100-150 feet	Each	\$ 45.00
5. Auger Borings		
0 - 50 feet LF	L.F.	\$ 9.75
6. Backhoe for Test Pit Excavation		
Cost based on equipment rental (TBN) and labor	Per Day	

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – MC Squared (cont.)

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	\$	950.00
Flagmen	Per Day	\$	950.00
11. Hand Probes (2-man Crew)	Per Day	\$	875.00
12. 2 Inch Piezometer Installation LF	L.F.	\$	40.50
13. Drilling Permits if required+time	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labor	Per Day		
15. Pavement Cores (Asphalt) Min. 3 per trip	Per Boring	\$	150.00
II. LABORATORY INVESTIGATION			
1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	5.00
2. Natural Moisture Content Tests	Each Test	\$	9.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	95.00
	Each Test	\$	55.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	110.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	375.00
8. Consolidation Test	Each Test	\$	475.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	165.00
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	\$	125.00
5. Engineer	Hour	\$	110.00
6. Sr. Technician	Hour	\$	75.00
7. Technician	Hour	\$	55.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	55.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – Preferred Drilling Solutions

Pay Item	Description	Unit	Payment Type	Respondent Region Price	Units	Total Cost
3	MOBILIZATION					
3-3.	Heavy Duty/Stakebed Truck (3/4 ton+) - ≤ 100 miles each way	Per Round Trip	FIXED PRICE	\$ 450.00		\$ -
3-4.	Heavy Duty/Stakebed Truck (3/4 ton+) - > 100 miles each way	Per Round Trip	FIXED PRICE	\$ 700.00		\$ -
3-7.a.	DPT Rig and Support Vehicles Mobilization - < 100 miles each way	Per Round Trip	FIXED PRICE	\$ 475.00		\$ -
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	FIXED PRICE	\$ 900.00		\$ -
3-9.a.	Drill Rig and Support Vehicles Mob. (hollow stem auger, mud rotary) <100 miles each	Per Round Trip	FIXED PRICE	\$ 950.00		\$ -
3-10.a.	Drill Rig and Support Vehicles Mob. (hollow stem auger, mud rotary) >100 miles each	Per Round Trip	FIXED PRICE	\$ 1,300.00		\$ -
4	MEALS AND LODGING					
4-1.	Per Diem - For Travel > 1 Consecutive Day	per person/day	STATE RATE	\$ 80.00		\$ -
5	DRILLING AND BORING					
5-1.a.1	Split Spoon Sampling - 2 foot (during boring) <50 feet	Per Spoon	FIXED PRICE	\$ 27.00		\$ -
5-1.a.2	Split Spoon Sampling - 2 foot (during boring) 50 to 100 feet	Per Spoon	FIXED PRICE	\$ 30.00		\$ -
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	FIXED PRICE	\$ 150.00		\$ -
5-3.a	Direct Push Technology (DPT) Rig and Equipment	Full Day	FIXED PRICE	\$ 1,575.00		\$ -
5-6.	HSA or MR Boring, ≤ 6 inch diameter, < 50 foot total depth	Per Foot	FIXED PRICE	\$ 18.00		\$ -
5-7.	HSA or MR Boring, ≤ 6 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 19.00		\$ -
5-9.	HSA or MR Boring, > 6 to 10 inch diameter, <50 foot total depth	Per Foot	FIXED PRICE	\$ 20.00		\$ -
5-10.	HSA or MR Boring, > 6 to 10 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 21.00		\$ -
5-12.	HSA or MR Boring, > 10 to 14 inch diameter, <50 foot total depth	Per Foot	FIXED PRICE	\$ 28.00		\$ -
5-13.	HSA or MR Boring, > 10 to 14 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 30.00		\$ -
6	WELL INSTALLATION					
6-1.	Well Installation - 1 inch diameter	Per Foot	FIXED PRICE	\$ 24.00		\$ -
6-2.a.	Well Installation - 2 inch diameter (Vertical)	Per Foot	FIXED PRICE	\$ 25.00		\$ -
6-3.a.	Well Installation- 4 inch diameter (Vertical)	Per Foot	FIXED PRICE	\$ 33.00		\$ -
6-5.	Surface Casing - 6 inch diameter	Per Foot	FIXED PRICE	\$ 30.00		\$ -
6-13.	Well Redevelopment	Per Well	FIXED PRICE	\$ 150.00		\$ -
6-14.	Removal and Reinstallation of 8-inch Manhole and well pad when a well pad/manhole has been damaged or destroyed	Per Well	FIXED PRICE	\$ 300.00		\$ -
7	WELL ABANDONMENT					
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	FIXED PRICE	\$ 14.50		\$ -
7-2.	Grout and Abandon Well, > 2 to 4 inch diameter	Per Foot	FIXED PRICE	\$ 16.50		\$ -
7-3.	Grout and Abandon Well, > 4 to 6 inch diameter	Per Foot	FIXED PRICE	\$ 18.00		\$ -
7-4.	Grout and Abandon Well, > 6 inch diameter	Per Foot	FIXED PRICE	\$ 22.00		\$ -
	OTHER ITEMS					
	Permits	Each	FIXED PRICE	\$ 50.00		\$ -
	Estimated Drums	Per Drum	FIXED PRICE	\$ 55.00		\$ -
	Senior Technician	Per Hour	FIXED PRICE	\$ 75.00		\$ -
TOTAL COST						

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – SurvTech Solutions

Classification	Hourly Rate
Principal Engineer	--
Project Manager	--
Senior Scientist	--
Senior Engineer	--
Project Scientist	--
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	\$95
Technician	\$85
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	--
Senior Clerical	--
Clerical	\$52

Other Classifications	Hourly Rate
Senior Professional Surveyor and Mapper	\$130
Junior Professional Surveyor and Mapper	\$120
Survey Party Chief	\$85
Survey Instrument Operator	\$60
Field Assistant	\$45
3D Scanning Chief	\$240
3D Scanning Assistant	\$72.50
3D Modeler	\$110
Ground penetrating radar (GPR) – 2 man crew	\$145
Survey – 3 man crew consisting of chief, operator and assistant	\$190

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – TankTek, Inc. d/b/a EnviroTek

Classification	Hourly Rate
Principal	\$125
Project Manager	\$85
Senior Scientist	--
Senior Engineer	--
Project Scientist	\$105
Project Engineer	\$105
Staff Scientist	--
Staff Engineer	--
Construction Manager	
Senior Technician	
Technician	\$40
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	
Senior Clerical	
Clerical	\$27
Other Classifications	Hourly Rate
Superintendent	\$70
Health and Safety Officer	\$70
Chemist	\$55
Supervisor	\$55
Logistics/Disposal Coordinator	\$55
Foreman	\$45
Traffic Control Supervisor	\$82.50
Equipment Operator	\$50
Quality Assurance Officer	\$70
Mechanic	\$40
High-Hazard Surcharge	\$100
CDL Driver	\$45
Resource Coordinator	\$105
Pusher/Foreman	\$55
Roustabout Helper	\$32
Welder Helper	\$50
Drilling Technician	\$75

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – Angela North, CPA

Classification	Hourly Rate
President	\$250
Project Manager	\$175
Senior Scientist	--
Senior Engineer	--
Project Scientist	--
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	--
Technician	--
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	--
Senior Administrative	\$65
Administrative	--

Other Classifications	Hourly Rate

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – FTS Analytical Services

Parameter	Method	Waters	Soils
Organic Testing:			
Gasoline/Kerosene Analytical Group (Table C of Ch. 62-780 FAC)	Multiple Methods (see below)	\$ 270.00	\$ 187.00
<i>Waters: VOAs/VOHs (8260), PAHs (8270D), FL PRO, EDB (8011), Pb (6010); Soils: BTEX/MTBE (8260), PAHs (8270D), FL PRO</i>			
Used Oil/Unknown Product Group (Table D of Ch. 62-780 FAC)	Multiple Methods (see below)	\$ 603.00	\$ 530.00
<i>Waters: PP VOCs + TICs >10ppb (8260), PP SVOCs + TICs >10ppb (8270D), SIM LL PAH (8270), FL PRO, OC Pests (8081, PCBs (8082)), 4 RCRA (6010); Soils: PP VOCs (8260), PP SVOCs + PAHs (8270D), FL PRO, OC Pests (8081), PCBs (8082), 4 RCRA (6010)</i>			
BTEX + MTBE	EPA 624, 8260	\$ 35.00	\$ 42.00
Volatile Organic Halocarbons (VOHs)	EPA 624, 8260	\$ 55.00	\$ 62.00
BTEX + MTBE/VOHs (VOAs/VOHs)	EPA 624, 8260	\$ 70.00	\$ 77.00
PAHs (including 1-Methylnaphthalene and 2-Methylnaphthalene)	EPA 625, 8270	\$ 80.00	\$ 80.00
TCLP or SPLP Extraction	EPA 1311/EPA 1312	\$ 40.00	\$ 40.00
EDB and/or DBCP	EPA 8011	\$ 40.00	N/A
Priority Pollutant Volatile Organics (PP VOCs)	EPA 624, 8260	\$ 78.00	\$ 85.00
Priority Pollutant Semi-Volatiles (PP SVOCs)	EPA 625, 8270	\$ 185.00	\$ 185.00
Total Recoverable Petroleum Hydrocarbons	FL PRO	\$ 65.00	\$ 65.00
Organochlorine Pesticides (OC)	EPA 8081	\$ 95.00	\$ 95.00
PCBs	EPA 8082	\$ 65.00	\$ 65.00
TRPH Fractionation	MADEP EPH/VPH	\$ 250.00	\$ 250.00
Herbicides	EPA 8151	\$ 130.00	\$ 130.00
Organophosphorus Pesticides	EPA 8141	\$ 175.00	\$ 175.00
Tedlar Bag	N/A	\$ 16.00	
ENCORE Capsule for SPLP Volatile Soils Collection	N/A	N/A	\$ 15.00
Metals Testing:			
Total Metals - Single Element (not Mercury)	EPA 200.7, 200.8, 6010C, 6020A	\$ 15.00	\$ 15.00
Metals - Price per Metal (3 or More Metals - not including Mercury)	EPA 200.7, 200.8, 6010C, 6020A	\$ 12.00	\$ 12.00
4 RCRA Metals (As, Cd, Cr, Pb)	EPA 200.7, 200.8, 6010B/C, 6020	\$ 35.00	\$ 35.00
Mercury (Hg)	EPA 245.1, 7470/7471	\$ 20.00	\$ 20.00
Low Level Mercury (LL Hg)	EPA 1631	\$ 100.00	N/A
8 RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 200.7, 200.8, 6010B/C, 6020, 7470/7471	\$ 75.00	\$ 75.00
Priority Pollutant Metals (PP) (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Ti, Zn)	EPA 200.7, 200.8, 6010B/C, 6020, 7470/7471	\$ 100.00	\$ 100.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – FTS Analytical Services (cont.)

Parameter	Method	Waters	Soils
Other Testing:			
Alkalinity	SM2320B	\$ 15.00	N/A
Ammonia (NH3)	EPA 350.1, SM4500-NH3C	\$ 20.00	N/A
Chloride (Cl)	EPA 300.0, 9056	\$ 15.00	N/A
Total Hardness	SM2340B	\$ 20.00	N/A
Nitrate (NO3)	EPA 300.0, 9056	\$ 15.00	N/A
Nitrate+ Nitrite (NOx)	EPA 300.0, 353.2, 9056	\$ 20.00	N/A
Nitrite (NO2)	EPA 300.0, 9056	\$ 15.00	N/A
Total Organic Carbon (TOC)	SM5310C, Walkley-Black	\$ 25.00	\$ 65.00
Orthophosphate (OP)	EPA 365.1, SM4500PE	\$ 20.00	N/A
Residue-filterable (Total Dissolved Solids) (TDS)	SM2540C	\$ 12.00	N/A
Residue-non-filterable (Total Suspended Solids) (TSS)	SM2540D	\$ 12.00	N/A
Sulfate (SO4)	EPA 300.0, 9056	\$ 15.00	N/A
Fluoride	EPA 300.0	\$ 15.00	N/A
Methane, Ethane, Ethene	RSK-175	\$ 80.00	N/A
Cyanide	EPA 335.4, 9010, 9014	\$ 35.00	\$ 35.00
Sulfide	SM4500-S-F	\$ 25.00	N/A
Total Phosphorus	EPA 365.2 365.3	\$ 20.00	\$ 25.00
Total Kjeldahl Nitrogen	EPA 351.2, SM4500-NH3C	\$ 35.00	\$ 35.00
Laboratory Rates - Air:			
BTEX+MTBE/GRO	EPA-18 Modified	\$ 100.00	
Tedlar Bag	N/A	\$ 16.00	
Rush Fees:			
One (1) Business Day TAT Surcharge = 100%	Three (3) Business Day TAT Surcharge = 50%		
Two (2) Business Day TAT Surcharge = 75%	Four (4) Business Day TAT Surcharge = 33%		

**TankTek, Inc., d/b/a EnviroTek/Action Environmental
Pinellas County, Florida
Schedule of Rate Values; Professional Environmental
Assessment and Remediation Activities Services;
(156-0008-CN)**

Job Classification	Billable Rate (\$/hr)
Principal - Straight Time	\$ 125.00
Project Manager - Straight Time	\$ 85.00
Engineer / Geologist - Straight Time	\$ 105.00
Superintendent - Straight Time	\$ 70.00
Health & Safety Officer - Straight Time	\$ 70.00
Chemist - Straight Time	\$ 55.00
Supervisor - Straight Time	\$ 55.00
Logistics/Disposal Coordinator - Straight Time	\$ 55.00
Foreman - Straight Time	\$ 45.00
Traffic Control Supervisor - Straight Time	\$ 82.50
Equipment Operator - Straight Time	\$ 50.00
Quality Assurance Officer - Straight Time	\$ 70.00
Mechanic - Straight Time	\$ 40.00
Field Technician - Straight Time	\$ 40.00
Office Staff - Straight Time	\$ 27.00
High-Hazard Surcharge/Per Hour - Straight Time	\$ 100.00
CDL Driver - Straight Time	\$ 45.00
Resource Coordinator - Straight Time	\$ 105.00
Pusher/Foreman - Straight Time	\$ 55.00
Roustabout Helper - Straight Time	\$ 35.00
Welder Helper - Straight Time	\$ 35.00
Drilling Technician - Straight Time	\$ 50.00



GHS Environmental, LLC

PO Box 55802

St. Petersburg, FL 33702-5802

727-667-6786

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
Senior Project/Water Resource Engineer	\$165.00
Senior Hydrogeologist	\$125.00
Senior Environmental Specialist	\$105.00
Environmental Scientist	\$105.00
Staff Engineer/Hydrogeologist	\$95.00
Geologist/Hydrogeologist	\$95.00
Drafting/Graphics	\$75.00
Project Hire/Subconsultant	\$65.00
Hydrologic/Engineering Technician	\$65.00
Editing/Administration	\$45.00

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

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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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-

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

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.
- 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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
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	\$ 2,000,000.00
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(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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

(5) 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:

- 1) 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, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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.

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