

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT.....	2
SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS.....	3
2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES.....	3
2.2 <i>ASSIGNMENT OF WORK</i>	3
2.3 <i>CONSULTING RESPONSIBILITIES</i>	3
2.4 <i>GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS</i>	4
2.5 <i>KEY PERSONNEL</i>	4
SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT	4
3.1 <i>SERVICES</i>	4
3.2 <i>GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED</i>	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 ASSIGNMENTS.....	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.....	9
SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246	9
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.....	10
SECTION 22 TERMINATION OF AGREEMENT	10
SECTION 23 AGREEMENT TERM	10
SECTION 24 CONFLICT OF INTEREST.....	10
SECTION 26 PUBLIC ENTITY CRIMES	11
SECTION 27 PUBLIC RECORDS	11
SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION	12

AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR
Utilities 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 Brown and Caldwell with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

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 Utilities Engineering 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 a licensed 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 Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 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 as identified in each Work Assignment.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
 - 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 in AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7
COMPENSATION TO THE CONSULTANT**

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

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

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

7.2 The upset limit for all compensation to be paid under the maximum Five (5) year term of this Agreement is an amount not to exceed One Million Five Hundred Thousand dollars (\$1,500,000). 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 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by sub-consultants, 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 task assignments paid by lump sum fee.

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

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

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other

professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTs who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

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.

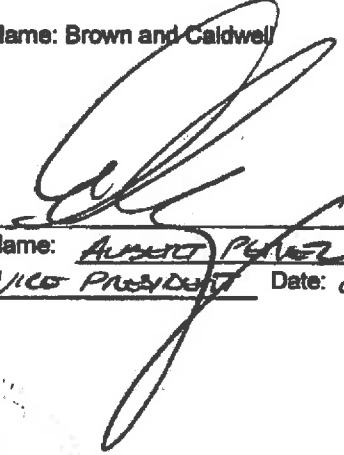
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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: Brown and Caldwell

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Augusto Perez
Title: VICED PRESIDENT Date: 6-23-16

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

5405 Cypress Center Drive
Tampa, FL 33609

T: 813.371.9400



July 12, 2016

Rianner Baker Woodard
Procurement Analyst Coordinator
Pinellas County Purchasing
400 S. Fort Harrison Avenue, 6th Floor, Clearwater FL 33756]

Subject: Brown and Caldwell Schedule of Rate Values 156-0127-CN

Dear Mrs. Woodard:

As requested, Brown and Caldwell is pleased to submit our "Schedule of Rates" for the Pinellas County Utilities Engineering Consulting Services Contract No. 156-0127-CN. In addition, please find our sub-consultants "Schedule of Rates" as listed in our proposal. The following is a summary of the attached schedules:

- Exhibit A – Brown and Caldwell
- Exhibit B – Baker Barrios Architects
- Exhibit C – Driggers Engineering Services, Inc.
- Exhibit D – Metzger and Willard, Inc.

The rate structure submitted is fully loaded (burdened) and each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies and postage, and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay area will be invoiced in accordance with the Florida Statutes. The rate structure anticipates a five year term extension of the contract.

Please feel free to contact me by either email (tbosso@brwncald.com) or cell phone 727-278-7791 should you have any questions.

Very truly yours,

Todd Bosso, P.E.

A handwritten signature in blue ink, appearing to read "Todd Bosso".

Brown and Caldwell
Client Services Manager

cc: Bryan Veith, Brown and Caldwell



Labor Classification	Billing Rate
Intern I	\$ 65.00
Office/Support Services II	\$ 68.79
Field Service Technician II	\$ 69.98
Intern II	\$ 72.03
Office/Support Services III	\$ 73.62
Senior Project Aide	\$ 64.97
Word Processor II	\$ 74.66
Accountant I	\$ 92.31
Engineer/Operations Tech I	\$ 78.34
Engineering Aide	\$ 64.83
Field Service Technician III	\$ 88.13
Graphic Designer, Jr.	\$ 91.16
Office/Support Services IV	\$ 83.31
Project Analyst I	\$ 85.00
Project Coordinator I	\$ 77.54
Senior Accounting Clerk	\$ 89.64
Word Processor III	\$ 84.42
Accountant II	\$ 110.93
Administrative Coordinator	\$ 107.94
Assistant Designer	\$ 107.51
CAD Operator III	\$ 91.70
Engineer I	\$ 98.00
Engineer/Operations Tech II	\$ 90.04
Engineering Technician II	\$ 103.76
Geologist/Hydrogeologist I	\$ 96.99
GIS Specialist I	\$ 100.02
Inspector I	\$ 72.54
Project Accountant II	\$ 90.94
Project Analyst II	\$ 120.22
Project Coordinator II	\$ 99.22
Scientist I	\$ 96.99
Senior Field Service Tech	\$ 97.24
Technical Editor	\$ 103.91
Word Processor IV	\$ 100.92
Accountant III	\$ 120.91
Administrative Supervisor	\$ 126.42
Comp Analyst/Programmer I	\$ 93.53
Designer	\$ 120.00
Engineer II	\$ 115.00
Engineer/Operations Tech III	\$ 124.18
Geologist/Hydrogeologist II	\$ 103.22

GIS Specialist II	\$	115.29
Graphic Designer	\$	130.52
Inspector II	\$	99.15
Project Analyst III	\$	136.43
Scientist II	\$	116.37
Senior Project Coordinator	\$	124.22
Supervisor, Word Processing	\$	130.49
Accountant IV	\$	147.20
Administrative Manager	\$	153.39
Comp Analyst/Program II - NE	\$	139.82
Comp App Supp Coord - NE	\$	121.59
Engineer III	\$	154.55
Graphic Designer Manager	\$	139.13
PA Manager I	\$	140.86
Project Specialist	\$	184.76
Scientist III	\$	140.00
Senior Designer	\$	140.00
Sr Engineer/Operations Tech	\$	140.64
Sr Tech Coordinator/Analyst	\$	142.05
Area Bus Ops Mgr III	\$	173.17
Health & Safety Risk Mgr II	\$	138.55
Mgr, Computer Services - Ex	\$	168.92
Principal Designer	\$	181.41
Senior Construction Engineer	\$	172.45
Senior Engineer	\$	175.00
Senior Geol/Hydrogeologist	\$	196.68
Senior Scientist	\$	156.57
Senior Technical Writer	\$	151.38
Area Bus Ops Mgr IV	\$	196.79
Principal Business Consultant	\$	218.69
Principal Construction Engineer	\$	225.10
Principal Engineer	\$	195.00
Principal Geol/Hydrogeologist	\$	190.45
Principal Scientist	\$	224.71
Senior Business Analyst	\$	196.22
Senior Graphic Designer	\$	206.48
Sr IT Analyst/Developer - Ex	\$	213.50
Supervising Designer	\$	217.90
Health & Safety Risk Manager	\$	213.68
IS BIM Architect	\$	207.81
IS Product Manager I	\$	174.82
Senior IT Project Manager	\$	270.00
Senior Web Analyst - EX	\$	270.00
Supervising Construction Engineer	\$	247.61
Supervising Engineer	\$	240.00
Supervising Scientist	\$	239.36
Supv Business Consultant	\$	196.00

Supv Geol/Hydrogeologist	\$	238.86
Managing Business Consultant	\$	270.00
Managing Engineer	\$	270.00
Managing Geol/Hydrogeologist	\$	249.63
Managing Scientist	\$	270.00
Principal IT Analyst/Developer	\$	226.87
Sr Health & Safety Risk Mgr.	\$	204.43
Chief Business Consultant	\$	270.00
Chief Engineer	\$	270.00
Chief Geol/Hydrogeologist	\$	270.00
Chief Scientist	\$	270.00
Executive Engineer	\$	270.00
Vice President	\$	270.00
Senior Vice President	\$	270.00

Architect

EXHIBIT B

BAKER BARRIOS

Pinellas County Fee Schedule

RFP 156-0127-CN-(RW)

Architectural Design Services

Executive/ President/ Vice President	AR5	\$	350
Studio Director/ Principal	AR4	\$	250
Sr. Architect/ Sr. Designer/ Sr. Project Manager	AR3	\$	137
Architect/ Sr. Drafter/ Project Manager	AR2	\$	150
Drafter	AR1	\$	90
Intern Architect (Internship)	ARO	\$	85

Landscape Architectural Design Services

Studio Director/ Principal	LA4	\$	250
Sr. Architect/ Sr. Designer/ Sr. Project Manager	LA3	\$	190
Architect/ Sr. Drafter/ Project Manager	LA2	\$	150
Drafter	LA1	\$	90
Intern Architect (Internship)	LA0	\$	85

Interior Design Services

Studio Director/ Principal	ID3	\$	175
Interior Designer	ID2	\$	125
Drafter	ID1	\$	90
Intern Interior Designer (Internship)	ID0	\$	85

Construction Phase Services

Sr. Construction Administrator	CA3	\$	175
Construction Administrator	CA2	\$	125
Construction Administrator Clerk	CA1	\$	95

Quality Assurance

Sr. Quality Assurance Specialist	QA2	\$	175
Quality Assurance Specialist	QA1	\$	140

Other

Director of Special Projects	DSP	\$	250
Computer Support	IT1	\$	130
Graphic Designer	G1	\$	90
Administrative Support	AM1	\$	78

Geotechnical

EXHIBIT C

**Pinellas County
Geotechnical and Materials Testing and Inspection Services**

**Fee Schedule
RFP 156-0127-CN-(RW)**

GEOTECHNICAL SERVICES

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

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

2.0 DRILLING SERVICES
(Continued)

ITEM	DESCRIPTION	UNIT FEE
2.6	Track-Mounted Drill Unit	
2.6.1	0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
2.6.2	50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment)	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
2.10.1	NX Size (approximately 2 1/8")	48.50/LF
2.10.2	2.5" Diameter	64.50/LF
2.11	Temporary Casing (only if needed)	
2.11.1	4"	7.00/LF
2.11.2	6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

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

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

4.0 LABORATORY GEOTECHNICAL TESTING
(Continued)

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

5.0 SOILS

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

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

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

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

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

10.0 PILING INSPECTION		
ITEM	DESCRIPTION	UNIT FEE
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile	\$ 65.00/Hr.

*Quoted Based on Project Requirements

NOTES	
1.	Fees for other services provided by DRIGGERS ENGINEERING SERVICES, INC. will be supplied upon request.
2.	All hourly rates are charged portal to portal.
3.	Reports will be electronically submitted by DRIGGERS ENGINEERING SERVICES, INC. There will be a charge for hard copies.
4.	Any equipment rental will be charged at Cost.

Survey/SUE

EXHIBIT D

Metzger + Willard, Inc.

Schedule of Rate Values

Exhibit A

SURVEY Crew Classification	Hourly Rate	Daily Rate
One (1) Person Survey Team	\$ 106.00	\$ 848.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team	\$ 120.00	\$ 960.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team	\$ 150.00	\$ 1,200.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ GPS	\$ 117.00	\$ 936.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ GPS	\$ 132.00	\$ 1,056.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team w/ GPS	\$ 160.00	\$ 1,280.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ Robotic Instruments	\$ 121.00	\$ 968.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ Robotic Instruments	\$ 151.00	\$ 1,208.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team w/ GPS	\$ 169.00	\$ 1,352.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		

Utilities Designation / Location	Hourly Rate	Daily Rate
Designating Technician / Crew	\$ 208.00	\$ 1,175.00
<i>Includes all equipment, vehicles, personnel, supplies and fuel</i>		
Designating Technician / Crew with GPR	\$ 237.00	\$ 1,375.00
<i>Includes GPR equipment, vehicles, personnel, supplies, and fuel</i>		
Location Technician / Crew	\$ 294.00	\$ 1,750.00
<i>Includes Vacuum Extraction Equipment/Truck, vehicles, personnel, supplies and fuel</i>		
Maintenance of Traffic	\$ 375.00	
	<i>average charge</i>	
	<i>per set up</i>	

NOTES:

(1) Rates are fully loaded (burdened and include all labor, direct/indirect overhead, margins/profit, customary expenses (copies, postage, etc.) and travel within the Tampa Bay Metropolitan Area.

(2) Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance current Florida Statutes.

(3) Daily Rates are based on an 8-hour day.

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 Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

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

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

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

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

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

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 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	\$ 1,000,000.00
------------------------------------	-----------------

(4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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

- (5) 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	\$ 5,000,000.00
General Aggregate	\$ 5,000,000.00

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.

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