

AGREEMENT

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



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Materials Testing - Professional Consulting Services - Federal Funds

RFP CONTRACT NO. 23-0362-RFP-CCNAC

CONTINUING FIRM: Tierra South Florida, Inc. dba TSF Geo.

AGREEMENT

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AGREEMENT

SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** 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 Tierra South Florida, Inc. dba TSF Geo. with offices in West Palm Beach, FL, hereinafter referred to as the consultant.

WITNESSETH, that:

WHEREAS, the County Public Works department requires professional Consulting services associated with Materials Testing on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide professional Consulting services requisite to the management needs of the County Public Works 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:

AGREEMENT**SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS****1. DESCRIPTION OF OVERALL REQUIRED SERVICES**

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms" for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, locating workload, and volume of work previously awarded to each Professional Firm by the County.

2. ASSIGNMENT OF WORK

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

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

4. GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

- A. 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.

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- B. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 20 of this Agreement, "Indemnification."

5. **KEY PERSONNEL**

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

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

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

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

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

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

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to section 448.095(2)(d),

AGREEMENT

Florida statute. Contractor acknowledges upon termination of this Agreement by the County for violation of this section by contractor, contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

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

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

- A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.
- B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.
- C. If required, the consultant shall provide a file of the proposed design in autocad latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- D. The consultant shall provide the following, if requested:
 1. Support to County staff in development of a scope of services.
 2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 3. Quality control and constructability reviews of plans
 4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
 5. Project management support and preparation of independent cost estimates.
 6. Status meetings at a minimum of one each month.
 7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.
- E. Design phase (services to be defined with each specific work assignment)
- F. Bidding phase (services to be defined with each specific work assignment)
- G. Other engineering services. (services to be defined with each specific work assignment)
 1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
 2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on auto-cadd, latest version.

2. GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

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SECTION 4 - PERFORMANCE SCHEDULES

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

- A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of Public Works or designee who is a County employee.
- B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.
- C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

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

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

SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. Supplier shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of section 218.70 et. Seq, Florida statutes, "the local government prompt payment act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

Finance division accounts payable

Pinellas County board of County commissioners

P. O. Box 2438

Clearwater, FL 33757

Each invoice shall include, at a minimum, the supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by supplier in accordance with the County's dispute resolution process for invoiced payments, established in accordance with section 218.76, Florida statutes, and any such disputes shall be resolved in accordance with the County's dispute resolution process

AGREEMENT**SECTION 7 - COMPENSATION TO THE CONSULTANT**

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.
 - A. For work assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the consultant for performance of the work assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
 - B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.
2. The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed **\$3,000,000.00**. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

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

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

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

AGREEMENT**SECTION 10 - SATISFACTORY PERFORMANCE**

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

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

SECTION 12 - CONSULTANTS ACCOUNTING RECORDS

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on work assignments paid by lump sum fee.
3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

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

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

The consultant shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the County.

SECTION 20 - INDEMNIFICATION

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

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent

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judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 5%, per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in Agreement with this paragraph

SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first 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

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

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County and the consultant and may be amended only by written instrument signed by both the County and the consultant.

AGREEMENT**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

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

CONTRACTOR'S DUTY

If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the contractor's duty to provide public records relating to this agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237


Email: mcchartier@pinellas.gov

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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: Tierra South Florida, Inc. dba tsfGEO
By: 
Print Name: Tierra South Florida, Inc.
Title: President
Date: October 13, 2023

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Chairman
Date: _____

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk
Date: _____

APPROVED AS TO FORM
By: Joseph Morrissey
Office of the County Attorney

EXHIBIT A - HOURLY RATE SHEET

Materials Testing - Professional Engineering Services

Contract # 23-0362-RFP-CCNAC

TSFGeo

Classifications/Staff Titles

Administrative Assistant	-
CADD Drafter	\$140 per hour
CADD Technician	-
Chief Engineer	\$250 per hour
Chief Engineer 2	-
Construction Manager	-
Construction Superintendent/Supervisor	-
Construction Technician	\$75 per hour
Designer	-
Engineer 1	-
Engineering Intern 1	\$110 per hour
Engineering Manager	-
Environmental Specialist/Industrial Hygienist	-
Environmental Technician	-
Field Crew Supervisor	\$105 per hour
Field Technician	\$75 per hour
Foreman	-
Geologist	-
GIS/GPS Specialist	-
Industrial Hygienist Technician	-
Laborer	-
Principal Consultant	-
Professional Geologist	-
Project Manager 1	\$115 per hour
Project Manager/Senior Engineer	\$225 per hour
Project Scientist/Geologist/Engineer/Biologist	-
Secretary/Clerical	\$75 per hour
Senior Engineer 2	-
Senior Environmental Technician	-
Senior Industrial Hygienist	-
Senior Scientist/Geologist/Engineer/Biologist	-
Staff Scientist/Geologist/Engineer/Biologist	-
MATERIAL TESTING	
Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$130 per test
Sets of Concrete Cylinders (3 ea), Strength & Compression, AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting.	\$150 per set

Sets of Concrete Cylinders (3 ea), Strength & Compression, AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting (intended for Class I concrete).	\$150 per set
Sets of Concrete Cylinders (5 ea), Strength and Compression, AASHTO T22 or ASTM C-39, cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting (intended for all structural use concrete, including drainage structures cast in place) 3 @ 28 days, 2 hold or a directed.	\$200 per set
Sets of Concrete Cylinders (5 ea), Strength and Compression, AASHTO T22 or ASTM C-39, cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting (intended for all structural use concrete, including drainage structures cast in place) 3 @ 28 days, 2 hold or a directed.	\$200 per set
Additional Concrete Cylinder (1 ea), Strength and Compression, AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting.	\$30 per test
Additional Concrete Cylinder (1 ea), Strength and Compression, AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting.	\$30 per test
Field Test Flexural Strength (ea), Lab or provide beam mold and on-site field testing ASTM C293 (center-point loading).	\$100 per test
Flexural Strength (ea), Lab to provide beam mold, pick up beam and ASTM C78 (third-point loading).	\$100 per test
Field Densities (Sand Cone, AASHTO T-191), minimum of 3	\$55 per test
Field Densities (Nuclear Method, AASHTO T-238), minimum of 3	\$55 per test
Limerock Thickness Determinations	-
Limerock Thickness Determinations More Than 10 1/2"	-
Limerock Bearing Ratio (FM 5-515)	\$500 per test
Quality Limerock (Incl Gradation (T-27), Liquid Limit (T-89), Chemical Analysis - Carbonate % (FM-5-514), Plastic Index (T-90).	\$250 per test
Turbidity Test (Nephelometric Method - 214-A).	-
Soil Cement Mix Design	-
Compressive Strength of Soil Cement Cores (3 ea), includes Coring, ASTM-D1633)	\$95 per set
Hour Technician Time (Monitoring Soil Cement Installation)	\$85 per hour
Sieve Analysis of Fine and Coarse Aggregates (ASTM C136-06)	\$90 per test
Soils Classifications per ASTM D-2487	\$55 per sample
Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples), FM 1-T238, ASTM D2950.	-
Permeability of Granular Soils (Constant Head), AASHTO T-215, ASTM D-2434.	\$432 per test
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate, ASTM C88.	\$300 per test
Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C-131).	-
Determining the PH of Soil and Water, FM1-T032.	\$55 per test
Resistivity of Soil and Water, FM 5-551.	\$55 per test
Chloride in Soil and Water, FM 5-553.	\$100 per test
Sulfate in Soil and Water, FM 5-553.	\$55 per test

Chloride in Retaining Wall Soil Backfill, FM 5-556	\$100 per test
Specific Gravity of Coarse Aggregate, AASHTO T85-81.	\$90 per test
Turbidity Test (Saturday, Sunday or Holiday work only) Nephelometric Method 214-A.	-
Exploratory Cores to determine existing asphalt concrete thickness; includes cutting cores and technician time. Does not include Maintenance of Traffic or travel to/from site.	\$150 each
Exploratory Cores to determine existing Portland Cement concrete thickness; includes cutting cores and technician time. Does not include Maintenance of Traffic or travel to/from site.	\$200 each
Mileage charge per mile for travel to/from site for use only when cutting exploratory cores.	\$5 per mile
Hand Auger Borings, per lineal foot	\$13 per LF
Organic Content, FM H-267.	\$65 per test
Standard Percolation Test	\$500 per test
Corrosivity Series (Resistance, pH, So ₄ , CL), FDOT Method	\$265 per set
Air Content of Fresh concrete, ASTM C173 or C231	\$35 per test
Beam Preparation (ASTM C31) of Fresh Concrete and Pickup.	\$65 each
Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$65 per test
Rebound Number (Schmidt Hammer) of Hardened Concrete ASTM C805.	-
Coring of Hardened Concrete, ASTM C42.	\$200 each
Laboratory Compression of Concrete Cores, ASTM C39.	\$65 per test
Specific Gravity and Absorption of Fine Aggregate, ASTM C-128.	\$90 per test
Los Angeles Abrasion, ASTM C535-09)	-
Dry Rodded Unit Weight of Fine or Coarse Aggregate, ASTM C-29.	-
Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by means of the Superpage Gyratory Compactor, ASTM 6925.	\$25 per test
Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209).	\$195 per test
Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control.	\$85 per test
Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness.	\$85 per test
Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238).	-
Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above.	\$85 per hour
Hours Technician Time when no sample is available.	\$85 per hour
UNSPECIFIED (may include MOT, unspecified tests, etc.)	TBD
ENVIRONMENTAL TESTING	
Organics	N/A
Volatile Organic Compounds (VOCs) EPA 624	N/A
Short List VOCs (<15 compounds) EPA 8620	N/A

Terracore Kits (for VOC sampling)	N/A
Encore Sampling Kits	N/A
Semivolatiles Organics (full list SVOCs) EPA 8270	N/A
Polynuclear Aromatic Hydrocarbons (PAH) (low level water) EPA 8270 SIM	N/A
Polynuclear Aromatic Hydrocarbons (P AH) (low level soil) EPA 8270 SIM	N/A
Semivolatiles Organics (full list SVOCs + PAH low level) EPA 8270/8270 SIM	N/A
Organophosphorous Pesticides EPA 8 I 40	N/A
Polychlorinated Biphenyls (PCBs) EPA 8082	N/A
Herbicides EPA 815 I	N/A
Petroleum Hydrocarbons/UST	N/A
BTEX EPA 8260	N/A
BTEX/MTBE EPA 8260	N/A
BTEX/MTBE/Naphthalene EPA 8260	N/A
BTEX/MTBE/Naphthalene/12DCA EPA 8260	N/A
BTEX + 1 Oxygenate EPA 8260	N/A
BTEX + 2 Oxygenates EPA 8260	N/A
BTEX + 3 - 5 Oxygenate EPA 8260	N/A
BTEX/GRO EPA 8260	N/A
Gasoline Range Organics (TPH-GRO) [C6-C10] EPA 8015M	N/A
Gasoline Range Organics - Ohio (TPH-GRO-OH) [C6-C12] EPA 8015M	N/A
Diesel Range Organics (TPH-DRO) [C10-C28] EPA 8015M	N/A
Diesel Range Organics - Ohio (TPH-OH) [C10-C20 C21-C34] EPA 8015M	N/A
Extended Range Organics (TPH-ERO) [C10-C36] EPA 8015M	N/A
Methane Ethane SM3810	N/A
TRPHFL-PRO	N/A
Oil & Grease EPA 1664	N/A
Oil & Grease (With Silica Gel Clean Up) EPA 1664	N/A
Corrosivity (pH) EPA 9045	N/A
Reactive Cyanide EPA 7.3.3.2	N/A
Reactive Sulfide EPA 7.3.4.2	N/A
RCRA Hazardous Waste I	N/A
Ignitability of Solids EPA 1030	N/A
Ignitability/Flashpoint (closed-cup) EPA 1010	N/A
Paint Filter Liquids Test EPA 9095	N/A
VOCs - Wastewater EPA 624	N/A
SVOCs - Wastewater EPA 625	N/A
Pesticides / PCBs - Wastewater EPA 625	N/A
TCLP Leachate EPA 1311	N/A
TCLP Zero Headspace EPA 1311	N/A
TCLP Lead only (includes leachate) EPA 1311 /6010	N/A
TCLP RCRA Metals (includes leachate) EPA 1311/6010/7470	N/A
TCLP Benzene (includes leachate) EPA 1311/8260	N/A
TCLP Volatiles (includes leachate) EPA 1311/8260 \$125.40	N/A
TCLP Semi-Volatiles (includes leachate) EPA 1311/8270	N/A
Full TCLP w/Pests & Herbs (includes leachate) EPA Methods	N/A

Metals (ICP) I	N/A
Aluminum (Al) EPA 6010B/200.7	N/A
Antimony (Sb) EPA 6010B/200.7	N/A
Arsenic (As) EPA 6010B/200.7	N/A
Barium (Ba) EPA 6010B/200.7	N/A
Beryllium (Be) EPA 6010B/200.7	N/A
Boron (B) EPA 6010B/200.7	N/A
Cadmium (Cd) EPA 6010B/200.7	N/A
Calcium (Ca) EPA 6010B/200.7	N/A
Chromium total (Cr) EPA 6010B/200.7	N/A
Cobalt (Co) EPA 60 IOB/200. 7	N/A
Copper (Cu) EPA 6010B/200.7	N/A
Iron (Fe) EPA 6010B/200.7	N/A
Lead (Pb) EPA 6010B/200.7	N/A
Magnesium (Mg) EPA 6010B/200.7	N/A
Manganese (Mn) EPA 601 0B/200. 7	N/A
Molybdenum (Mo) EPA 6010B/200.7	N/A
Nickel (Ni) EPA 6010B/200.7	N/A
Potassium (K) EPA 601 0B/200. 7	N/A
Selenium (Se) EPA 6010B/200.7	N/A
Silicon (Si) EPA 6010B/200.7	N/A
Silver (Ag) EPA 6010B/200.7	N/A
Sodium (Na) EPA 6010B/200.7	N/A
Tin (Sn) EPA 6010B/200.7	N/A
Thallium (Tl) EPA 6010B/200.7	N/A
Titanium (Ti) EPA 6010B/200.7	N/A
Vanadium (V) EPA 6010B/200.7	N/A
Zinc (Zn) EPA 6010B/200.7	N/A
Hexavalent Chromium (Cr VI) water SW 7196 SM4500-Cr-D	N/A
Hexavalent Chromium (Cr VI) soil SW 7196 SM4500-Cr-D	N/A
Mercury (Hg) EPA 7470A/7471	N/A
INDIVIDUAL METALS by ICP/MS EPA 6020/200.8	N/A
Each Additional Metals ICP/MS	N/A
Package Metals I	N/A
Priority Pollutant Metals -Soils (13) (Sb As Be Cd Cr Cu Pb Hg Ni Se Ag Ti Zn) EPA	N/A
RCRA Metals (8) (As Ba Cd Cr Pb Hg Se Ag) EPA 6010B/7470-7471	N/A
TAL Metals (23) EPA 6010B/7407	N/A
Wet Chem/Inorganic Analysis I	N/A
*Water/Soil I	N/A
Acidity SM2310B/EPA 305.1	N/A
Alkalinity SM 2320B/EPA 310.1	N/A
Biochemical Oxygen Demand (BOD) SM5210B	N/A
CBOD SM5210B	N/A
Chloriden 4500-CLE/EPA 325.2	N/A
Chlorine Total Residual 4500-CLE	N/A

Chemical Oxygen Demand (COD) EPA 410.4	N/A
Conductivity (Specific Conductance) EPA 120.1	N/A
Cyanide amenable 4500 CN-G/EPA 335.4	N/A
Cyanide free 4500 CN-E/EPA 9213	N/A
Cyanide total 4500 CN-E/EPA 335.4	N/A
Ferrous Iron SM3500-Fe-D	N/A
Fluoride EPA 30/EPA 340.2	N/A
Hardness total EPA 130.2	N/A
Hydrogen Sulfide SM4500-S	N/A
Nitrogen Ammonia EPA 350.1/EPA 3501.1-2	N/A
Nitrogen Nitrate EPA 353.2/EPA 353.2	N/A
Nitrogen Nitrite EPA 353.2/EPA 353.2	N/A
Nitrogen Nitrate+Nitrite EPA 353.2/EPA 353.2	N/A
Nitrogen Total Kjeldahl (TKN) EPA 351.2/EP A 351.2	N/A
Oxidation-Reduction Potential (REDOX) SM2580B	N/A
Oxygen, Dissolved SM4500-) G	N/A
pH 4500 H+B/ EPA 9045	N/A
Phenol (4aap) EPA 420.2/EP A 420.2	N/A
Phosphorus Ortho EPA 365.2/EPA 365.2	N/A
Phosphorus Total EPA 365.2/EPA 365.2	N/A
Resistivity AASHTO-288	N/A
Solids Total (TS) EPA 160.3	N/A
Solids Total Dissolved (TDS) 2540 C	N/A
Solids Total Suspended (TSS) 2540D	N/A
Sulfate EPA 375.4/EPA 375.4	N/A
Sulfide 4500 S2E	N/A
Sulfide 4500 S03	N/A
TOC 5310C	N/A
TOX /EOX EPA 1650/EPA 1650	N/A
Turbidity EPA 180.1	N/A
Industrial Hygiene Personal and Perimeter Monitoring I	N/A
Metals NIOSH 7300	N/A
each additional metal NIOSH 7300	N/A
Hexavalent Chromium NIOSH 7600	N/A
Mercury NIOSH 6009	N/A
Metals In Air - Hi Volume Sampler (one metal) 40CFR-Pt50 Appendix G	N/A
each additional metal 40CFR-Pt50 Appendix G	N/A
Aromatic Hydrocarbons (BTEX Compounds Only) NIOSH 1501	N/A
PCBs NIOSH 5503	N/A
Vinyl Chloride NIOSH 1007	N/A
VOCs - Passive Monitor Analysis (one compound) OSHA 07M	N/A
each additional voe compound OSHA 07M	N/A
VOCs - Charcoal Tube Analysis (one compound) OSHA 07M	N/A
each additional voe compound OSHA 07M	N/A
Nuisance Dust NIOSH 0500	N/A
Respirable Dust NIOSH 0600	N/A
PM-10 Emissions 40 CFR-Pt50 Appendix J	N/A

Total Suspended Particulates 40 CFR-Pt50 Appendix K	N/A
Landfill Gas/Ambient Air I	N/A
Methane, Ethane, Ethene, Propane (GC/FID) 3810M	N/A
Methane only (GC/FID) 3810M	N/A
Volatile Organic Compounds (BTEX Compounds only) (GC/FID) TO-3	N/A
Organochlorine Pesticides and PCB's (GC/ECD) TO-4	N/A
Pesticides or PCB's separately (GC/ECD) TO-4	N/A
Dioxin & Furan PCDD/PCDF (HRGCMS) TO-9	N/A
Organochlorine Pesticides and PCB's (low vol. sampling/GC/ECD) TO-10	N/A
Pesticides or PCB's separately (low volume sampling/GC/ECD) TO-10M	N/A
Polynuclear Aromatic Hydrocarbons (GC/MS SIM)(need PUF + hi-vol sampler)* TO-13	N/A
Volatile Organic Compounds (standard list-39 cmpds; summa can/bag)(GC/MS) TO-14	N/A
Air Toxics I	N/A
Reduced List 1-5 Analytes (GC/MS) TO-14M	N/A
Volatile Organic Compounds (expanded list-62 cmpds summa can) GC/MS TO-15	N/A
Organochlorine Pesticides and PCB's (GC/ECD) TO-4	N/A
VOC's Reduced List 1-5 Analytes (GC/MS) TO-15M	N/A
Ozone Precursors (std list 60 compounds) (GC/FID) TO-15OP	N/A
Ozone Precursors Red. List 1-5 Analytes (GC/FID) TO-15OPM	N/A
Volatile Organic Compounds (SIMS list 16 cmpds) (GC/MS SIM) TO-15S	N/A
Total Suspended Particulate (Same as PM10, Gravimetric) TSP	N/A
Metals-Individual (from PM10 Filter) (ICP) 6010	N/A
Sampling Media I	N/A
6 Liter Summa Canister (one week rental)	N/A
1 Liter Summa Canister (one week rental)	N/A
Individual Canister Certification Process	N/A
Flow Control Valve (one week rental)	N/A
1 Liter Tedlar Bag	N/A
PUF Cartridge (includes prespike fee if required)	N/A
XAD2 Trap (includes prespike fee)	N/A
Impinger	N/A
Impinger Pump Rental	N/A
Impinger Replacement	N/A
Charcoal Tubes (ORBO 100)	N/A
Filter	N/A
Organochlorine Pesticides (EPA TCL 3.4 List) 8081A	N/A
Organochlorine Pesticides and PCBs (Incl TCL 3.4 List & 9 addl Pesticides) 8081M	N/A
PCB Aroclors (standard 7 compounds) 8082	N/A
PAHs (GC/MS-SIM) 8270C	N/A
BNA (EPA TCL List) 8270C	N/A
Tentatively Identified Compounds (TICs) 8270C	N/A
Mercury by CVAA (includes Prep Charge) 7471A	N/A
Mercury by CVAA (includes Prep Charge)245.6	N/A
Mercury by Low Level Method 1631	N/A
Metals by ICP-MS (each metal) 6020	N/A

Turn Around Time Surcharges	N/A
RUSH TAT 3 Day (Business Days)	N/A
RUSH TAT 2 Day (Business Days)	N/A
RUSH TAT 24-HR (During Normal Business Operation)	N/A
Geophysical Equipment Rates	N/A
GR System w/ 1 Antenna Mala or GSSI	N/A
GR System w/ 2 or more Antenna Mala or GSSI	N/A
Geode 24 Channel Seismic System with Geophones Geometrics	N/A
Geode 48 Channel Seismic System with Geophones Geometrics	N/A
Ballard Crosshole Seismic System Ballard	N/A
Electromagnetics (EM 31 MK2) Geonics	N/A
Electromagnetics (EM 34) Geonics	N/A
Electromagnetics (EM 61 MK2) TDEM Geonics	N/A
Magnetometer (Cesium Vapor 858) Geometrics	N/A
R8 56 Channel Electrical Resistivity Imaging System AGI	N/A
R8 112 Channel Electrical Resistivity Imaging System AGI	N/A
DC Resistivity Testing System (large) AGI	N/A
DC Resistivity Testing System (small) L&R	N/A
Pile Integrity Tester	N/A
Metal Detector Schoenstedt	N/A
Sonic Cross Hole Logging System Olson Instruments	N/A
Spectral Analysis of Surface Waves (SASW) System Olson Instruments	N/A
Ultra Sonic Pulse Velocity System Olson Instruments	N/A
Slab Impulse Response System Olson Instruments	N/A
Electronic Utility Locator RadioDetection	N/A
EM Rebar Detector Profometer	N/A
Vacuum Excavation System w/ Compressor Utiliscope VE 75	N/A
Floor level Survey Equipment ZI Level	N/A
Global Positioning Systems (GeoXH) Trimble	N/A
Pipeline Video Inspection push camera RadioDetection	N/A
Infrared Video Camera (T400) FLIR	N/A
In Situ Thermal Conductivity Testing (FTN01) Huxseflux	N/A
Concrete Core Drill Press Makita	N/A
Hand Push Penetrometer Humboldt	N/A
Field Vehicle Nissan	N/A
All Terrain Vehicle Kawasaki (Mule)	N/A
Sub-Bottom Profiler (3200 System with 216 Towfish) Edgetech	N/A
Bathymetric Profiler (Echotrac CVM Echotrac	N/A
Edgetech 4200 Sidescan Sonar System Edgetech	N/A
Seafloor Systems HydroLite-DFX Dual Frequency Echosounder Sea Floor Systems	N/A
Tritech StarFish 990F side scan sonar system Tritech	N/A
Geometrics G-882 TVG Marine Magnetometer Geometrics	N/A
Pontoon Survey Boat Wilderness Systems	N/A
Marine Navigation and Comm Software Package Hydropac	N/A
Fresh-Water/Near-Shore Power Boat w/ trailer Carolina Skiff	N/A
GPR System w/ 1 Antenna Mala or GSSI	N/A

GPR System w/ 2 or more Antenna Mala or GSSI	N/A
Geode 24 Channel Seismic System with Geophones Geometrics	N/A
Geode 48 Channel Seismic System with Geophones Geometrics	N/A
Ballard Crosshole Seismic System Ballard	N/A
Electromagnetics (EM 31 MK2) Geonics	N/A
Electromagnetics (EM 34) Geonics	N/A
Electromagnetics (EM 61 MK2) TDEM Geonics	N/A
Magnetometer (Cesium Vapor 858) Geometrics	N/A
R8 56 Channel Electrical Resistivity Imaging System AGI	N/A
R8 112 Channel Electrical Resistivity Imaging System AGI	N/A
DC Resistivity Testing System (large) AGI	N/A
DC Resistivity Testing System (small) L&R	N/A
Pile Integrity Tester	N/A
Metal Detector Schoenstedt	N/A
Sonic Cross Hole Logging System Olson Instruments	N/A
Spectral Analysis of Surface Waves (SASW) System Olson Instruments	N/A
Ultra Sonic Pulse Velocity System Olson Instruments	N/A
Slab Impulse Response System Olson Instruments	N/A
Electronic Utility Locator RadioDetection	N/A
EM Rebar Detector Profometer	N/A
Vacuum Excavation System w/ Compressor Utiliscope VE 75	N/A
Floor level Survey Equipment ZI Level	N/A
Global Positioning Systems (GeoXH) Trimble	N/A
Pipeline Video Inspection push camera RadioDetection	N/A
Infrared Video Camera (T400) FLIR	N/A
In Situ Thermal Conductivity Testing (FTN01) Huxseflux	N/A
Concrete Core Drill	N/A
Hand Push Penetrometer Humboldt	N/A
Field Vehicle Nissan	\$175 per day
All Terrain Vehicle Kawasaki (Mule)	N/A
Sub-Bottom Profiler (3200 System with 216 Towfish) Edgetech	N/A
Bathymetric Profiler (Echotrac CVM Echotrac	N/A
Edgetech 4200 Sidescan Sonar System Edgetech	N/A
Seafloor Systems HydroLite-DFX Dual Frequency Echosounder Sea Floor Systems	N/A
Tritech StarFish 990F side scan sonar system Tritech	N/A
Geometrics G-882 TVG Marine Magnetometer Geometrics	N/A
Pontoon Survey Boat Wilderness Systems	N/A
Marine Navigation and Comm Software Package Hydropac	N/A
Fresh-Water/Near-Shore Power Boat w/ trailer Carolina Skiff	N/A

EXHIBIT B – SCOPE OF WORK**SCOPE OF WORK****A. OBJECTIVE:**

Pinellas County requires the support of engineering consultant(s) for a wide range of geotechnical engineering services and administrative services to assist with numerous miscellaneous projects for the Capital Improvement Program (CIP) and other Pinellas County projects as required and as funded by federal and/or state grant dollars.

The consultant(s) shall provide qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of the contract.

B. BACKGROUND:

This contract will supplement the existing contract for Material Testing Services for Countywide use on an as needed basis for those federally- and/or state-funded through grants.

C. SCOPE OF WORK:

The consultant(s) will support the materials testing requirements for the Pinellas County Capital Improvement Program (CIP) and other County projects as required. The consultant(s) shall furnish all services, equipment, and manpower necessary for each project/work assignment in accordance with the intent of the contract.

The Scope of Work includes, but may not be limited, to the following:

1. Sampling and testing construction materials for various Pinellas County projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test. Examples of typical tests that may be performed include but are not limited to:
 - Proctors (Standard T-99 & Modified AASHTO T-180) Method A
 - Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting (Intended for Class I concrete) Break at 7 and 28 days, 1 hold
 - Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting (Intended for Class I concrete) Break at 7 and 28 days, 1 hold
 - Sets of Concrete Cylinders (5 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting (Intended for all structural use concrete, including drainage structures cast in place) 3 @ 28 days, 2 hold or as directed
 - Sets of Concrete Cylinders (5 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting (Intended for all structural use concrete, including drainage structures cast in place) 3 @ 28 days, 2 hold or as directed
 - Additional Concrete Cylinder (1 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting
 - Additional Concrete Cylinders (1 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting
 - Field Test Flexural Strength (Each), Lab to provide beam mold and on site field testing ASTM C 293 (center-point loading)

SECTION E – SCOPE OF WORK

- Flexural Strength (Each), Lab to provide beam mold, pick up beam and ASTM C 78 (third-point loading)
- Field Densities (Sand Cone, AASHTO T-191)
- Field Densities (Nuclear Method, AASHTO T-238)
- Limerock Thickness Determinations
- Limerock Thickness determinations -More (Than 10 1/2")
- Limerock Bearing Ratio (FM 5-515)
- Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514),Plastic Index (T-90)]
- Turbidity Test (Nephelometric Method – 214-A)
- Soil Cement Mix Design
- Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)
- Monitoring Soil Cement Installation (Hourly Technician Time)
- Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)
- Soils Classifications per ASTM D-2487
- Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)
- Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)
- Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)
- Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)
- Determining the PH of Soil and Water (FM1-T032)
- Resistivity of Soil and Water (FM5-551)
- Chloride in Soil and Water (FM 5-552)
- Sulfate in Soil and Water (FM 5-553)
- Chloride in Retaining Wall Soil Backfill (FM 5-556)
- Specific Gravity of Coarse Aggregate – AASHTO T85-81
- Turbidity Test (Saturday, Sunday or Holiday work only) Nephelometric Method – 214-A
- Exploratory Cores to determine existing asphalt concrete thickness, Includes cutting cores and technician time. Does not include Maintenance of Traffic or travel to/from site
- Exploratory Cores to determine existing Portland Cement concrete thickness. Includes cutting cores and technician time. Does not include Maintenance of Traffic or travel to or from site
- Mileage charge per mile for travel to/from site for use only when cutting exploratory cores.
- Hand Auger Borings
- Organic Content (FM H-267)
- Standard Percolation Test
- Corrosivity Series (Resistance, pH, So₄, CL) (FDOT Method)
- Air Content of Fresh concrete (ASTM C173 or C231)

EXHIBIT B – SCOPE OF WORK

- Beam Preparation (ASTM C31) of Fresh Concrete and Pickup
- Laboratory Flexural Strength of Molded Beams (ASTM C78)
- Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)
- Coring of Hardened Concrete (ASTM C42)
- Laboratory Compression of Concrete Cores (ASTM C39)
- Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)
- Los Angeles Abrasion (ASTM C535 – 09)
- Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)
- Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory Compactor (ASTM 6925). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by e-mail, and in no case shall the e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The e-mail report shall also contain Pinellas County's Sampling Report Form.
- Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by e-mail, and in no case shall the e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The e-mail report shall also contain Pinellas County's Sampling Report Form.
- Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by e-mail, and in no case shall the e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The e-mail report shall also contain Pinellas County's Sampling Report Form.
- Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by e-mail, and in no case shall the e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.
- Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238).
- Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above
- For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)
- UNSPECIFIED (May include MOT, unspecified tests, etc.)

EXHIBIT B – SCOPE OF WORK

2. The consultant(s) shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests. It is the consultant's responsibility to exercise care during pick up and transport to the lab for testing. The pickup of materials shall be scheduled 24 hours in advance unless otherwise agreed with the consultant.
3. It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with the applicable test method and to report the results to the County. The above referenced tests may include sampling and testing, or sample pick-up as noted. Sampling and testing or sample pick up may necessitate working on Saturdays, Sundays, evening hours and holidays. No additional compensation shall be due the consultant for sampling or pick up outside of normal working hours.
4. All testing and reporting activities shall be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - a. Pinellas County Project Title and Project Identification Number on all reports.
 - b. Two (2) copies of the reports will be forwarded to the Pinellas County and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - c. Identification of source of material tested, when applicable (Producer or Supplier).
 - d. Date test was performed.
 - e. Location of sample or test: to include station number and offset from centerline, when applicable.
 - f. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - g. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and specifications provided at the beginning of each contract or task assignment).
 - h. Reports on concrete cylinder compression tests to be determined by Class of concrete as directed either by test description or as directed by the Pinellas County representative:
 - 1) Project Title and P.I.D. Number
 - 2) Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - 3) Date: Cast
 - 4) Cast by: Individual's name
 - 5) Supplier: Name
 - 6) Design Strength: PSI @ 28 days
 - 7) Concrete: Class
 - 8) Slump: Inches
 - 9) Truck: Number
 - 10) Invoice: Number
 - 11) Mix: I.D. Number
 - 12) Time: Batch
 - 13) Time: Discharge from truck
 - 14) Water added on side: gallons
 - i. Soil field density reports include the optimum moisture content with the proctor value for each test.
 - j. The consultant will issue to the County's Project Representative a Field Density Report prior to leaving the project after field density tests are completed.
 - k. The consultant may use a speedy moisture test as comparison to determine moisture content on all soil field density tests taken using the nuclear or sand cone method
 - l. All Retests shall be identified on reports as such.

EXHIBIT B – SCOPE OF WORK

5. Environmental or Hazardous Materials Assessment and Remediation:
 - a. Asbestos and Lead-based Paint Surveys
 - b. Excavate, transport, and dispose of any contaminated material in accordance with all local, State, and Federal ordinances, rules, regulations, and laws. Vendor shall perform all analytical testing required to dispose of contaminated materials, as well as facilitating the disposal of the material.
 - c. Rapid/emergency response and on-call services for contamination assessment and remediation discovered during all phases of county projects.
6. Contact and coordination of services shall be through Pinellas County's representative to ensure continuity of effort and communications. The consultant's communication with a Contractor or material supplier will be per Pinellas County's request if required to coordinate sampling.
7. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
8. Reports shall indicate pass, fail, and retest, when applicable.
9. When applicable, prior to commencing of assignments under the contract the consultant shall call "SUNSHINE" for the verification of utility locations. The County shall not be responsible for the verification of utility locations. Where borings are required on private property, the consultant shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.
10. Field investigations, analyses, and data furnished to Pinellas County by the consultant shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
11. Traffic Control will be determined on a case by case basis. For active construction projects where consultant will be sampling or picking up samples, sampling and testing will be performed within controlled or stockpile areas.
12. Unspecified Works: Unspecified works are those that are in accordance with Florida Statute 287.055 (2)(g), as amended. The cost of any sampling or testing not outlined previously must be approved by the Pinellas County representative prior to sampling or testing. The consultant shall provide an itemized quote for review and approval prior to commencing.
13. The consultant shall be held accountable for their work. They shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
14. The consultant shall be responsible for the accuracy of the work performed and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work performed by consultant by Pinellas County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
15. Invoices should show purchase order number, P.I.D. number, project title, laboratory number, number of tests, unit fees, extensions, and a total amount billed to date and the amount due that invoice. Each invoice shall include a copy of the test report and the Pinellas County's field representative signed validation for item being billed on the invoice.

The consultant shall represent that it has secured or will secure, at its own expense, all personnel necessary to complete the contract work; none of whom shall be employees of or have any contractual relationship with Pinellas County. Primary liaison with Pinellas County will be through the consultant's Project Manager. All of the services required in the contract will be performed by the consultant or under their supervision, and all personnel engaged in the contract work shall be fully qualified and shall be authorized or permitted under law to perform such services. The consultant shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by Pinellas County. The consultant shall ensure that all Field Technicians keep copies of their current certifications in their vehicle or available electronically for review by Pinellas County upon request.

EXHIBIT C – INSURANCE REQUIREMENTS**INSURANCE AND INDEMNIFICATION REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

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

2. INDEMNIFICATION

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

3. INSURANCE

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

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

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

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

B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.

C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

EXHIBIT C – INSURANCE REQUIREMENTS

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor;
 - 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
 - 3) Provide that County will be an additional indemnified party of the subcontract;
 - 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability;
 - 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
 - 6) Assign all warranties directly to the County;
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:
- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 - 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
 - 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - 4) All policies shall be written on a primary, non-contributory basis.

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

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

Limits

Employers' Liability Limits

Florida Statutory

EXHIBIT C – INSURANCE REQUIREMENTS

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

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

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

Limits

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

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

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

Limits

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

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

- 4) **Professional Liability (Errors and Omissions) Insurance** with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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
General Aggregate	\$ 1,000,000

EXHIBIT C – INSURANCE REQUIREMENTS

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

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

EXHIBIT D - ARPA PROVISIONS**CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS****PROPOSAL NUMBER: 23-0362-RFP-CCNAC****PROPOSAL TITLE: Material Testing – Professional Consulting Services – Federal Funds**

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

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

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

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

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

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

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

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

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

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

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

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

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

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

noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

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

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

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

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

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

Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms [2 CFR § 200.321]:

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be

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

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

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

Domestic preferences for procurements. [2 CFR § 200.322]

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

(b) For purposes of this section:

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

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

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

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

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

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

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

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

Remedies for noncompliance. [2 CFR § 200.339]

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

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