

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: St. Pete-Clearwater International Airport – Professional Engineering Services

RFP CONTRACT NO. 190-0486-CN (SS)

CONTINUING FIRM: Jacobs Engineering Group, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

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Appendix 1 – Mandatory Title VI Provisions

AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL AIRPORT ENGINEERING SERVICES FOR
St. Pete-Clearwater International Airport**

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

WITNESSETH, That:

WHEREAS, the COUNTY's St. Pete-Clearwater International Airport requires **PROFESSIONAL ENGINEERING SERVICES** associated with Airport projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the management needs of the COUNTY St. Pete-Clearwater International Airport and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Work under this General Engineering Services Agreement will consist of individual task assignments relating to the landside and airside areas of the Airport, terminal building, and other related structures on Airport property. These task assignments have not been specifically identified but could involve the design and construction of parking lots, parking garages, buildings, and hangars; terminal building renovations; water and sanitary sewer systems; stormwater systems; electrical and communication systems; airfield aprons, taxiways, runway improvements; airfield electrical systems; site development and roadways; etc.

These task assignments may require the CONSULTANT to have a broad range of multidisciplinary services on their team involving planning, architecture, civil/mechanical/electrical engineering, construction management, environmental services, permitting, geotechnical investigations, surveying, resident inspection, cost estimating, grant assistance, financial planning, etc.

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

- A. The CONSULTANT shall be 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 licensed professional engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If required, the CONSULTANT shall provide a file of the proposed design in latest version of AutoCAD supported by Pinellas County, complete with all objects depicted according to software requirements.

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

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services not otherwise described but required by the COUNTY during the course of this Agreement, and the CONSULTANT agrees that any miscellaneous services must be directly related to any and all work assignments or projects herein. Examples could include presentations to local government, citizen groups and regulatory agencies, or any other tasks associated with the COUNTY's operations.

SECTION 4 PERFORMANCE SCHEDULES

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

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

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

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data, including but not limited to deeds, easements, leases, SWFMD and or other governmental or regulatory permits, as may be pertinent to work assignments, which the COUNTY may have in its possession.
- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed One Million dollars (\$1,000,000.00). 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. This AGREEMENT contains one (1) additional Twenty-Four (24) term extension option, based upon performance, beyond the primary AGREEMENT period.

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

SECTION 8 TASK ORDERS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual task orders as needed throughout the AGREEMENT term; thus Task Orders authorization by an approved purchase order.

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

8.3 "Pursuant to recent amendments to Fla. Stat. § 287.055 *et seq.*, as amended, short titled the "Consultants' Competitive Negotiation Act," the COUNTY and the CONSULTANT agree that the CONSULTANT may provide professional services to the COUNTY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, among other things."

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

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

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

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

SECTION 10 SATISFACTORY PERFORMANCE

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

12.3 The COUNTY reserves the privilege of auditing a CONSULTANT (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 five (5) years from the date of final payment.

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

The 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.

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 one (1) year following the end of the contract.

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for FIVE (5) years, 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.

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for one (1) additional twenty-four (24) month term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

CONTRACTOR'S DUTY

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

**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: Jacobs Engineering Group, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: Christopher W. Bowker, Jr.
Print Name: Christopher W. Bowker, Jr., P.E.
Title: Manager Date: 12/7/20

By: _____
Chairman Date: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVAL AS TO FORM:

APPROVED AS TO FORM

By: Diriki T. Geuka

By: _____
Office of the County Attorney
Office of the County Attorney



201 N. Franklin Street
Suite 1400
Tampa, FL 33602
813.676.2300
813.676.2301
www.jacobs.com

November 9, 2020

Ms. Sue Steele, CPPB
Lead Procurement Analyst
Pinellas County Purchasing
400 South St. Harrison, Sixth Floor
Clearwater, FL 33756

Project Name: St. Pete-Clearwater International Airport - Professional Engineering Services -
Continuing

Subject: Request for REVISED Schedule of Rates, Contract No. 190-0486-CN(SS)


Dear Ms. Steele:

As requested, Jacobs is pleased to provide our team's revised Schedule of Rate Values. Attached please find "Exhibit A", which contains rate structures that list fully loaded (burdened) hourly rates for Jacobs and our subconsultants. Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses, and travel within the Tampa Bay Metropolitan Statistical Area.

In summary, the entire Jacobs team complied with the County's requests in accordance with the Rate Reduction Request letter dated November 6, 2020.

If you have any questions or require any additional information, please do not hesitate to contact me directly or our Program Director, Joe Sawmiller, at 813.245.6660 or joe.sawmiller@jacobs.com.

Yours sincerely,



Christopher W. Bowker, Jr., P.E.
Manager
904.636.5432
christopher.bowker@jacobs.com



Contract No.: 190-0486-CN(SS)

Jacobs Engineering Group Inc.

CLASSIFICATION	LOADED HOURLY RATES
Project Director/Principal	\$264.00
Senior Project Manager	\$233.00
Project Manager	\$195.00
Senior Engineer	\$179.00
Project Engineer	\$103.00
Engineer	\$74.00
Senior Designer	\$125.00
Senior CADD Tech	\$112.00
CADD Tech	\$83.00
Admin.	\$62.00
Senior Airfield Electrical Engineer	\$170.00
Airfield Electrical Engineer	\$115.00
Senior Architect	\$184.00
Architect	\$103.00
Landscape Architect	\$258.00
Senior Electrical Engineer	\$175.00
Electrical Engineer	\$100.00
Low Voltage Engineer	\$174.00
Mechanical	\$140.00
Structural	\$130.00
Senior Planner	\$191.25
Planner	\$138.00

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID)



LABOR RATES

PIE CONTRACT NO. 190-0486-CN (SS)

CLASSIFICATION	LOADED RATE
Project Principal	\$236.00
Project Manager	\$185.00
Senior Engineer/Planner	\$178.00
Engineer/Planner	\$134.00
Sr. Designer	\$106.00
Designer	\$102.00
Clerical	\$86.00
RPR	\$132.00



CUMBEY & FAIR, INC.

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

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

Re: St. Pete-Clearwater International Airport – Professional Engineering Services

RFO #: 190-0486-CN (SS)

Secretary/Clerical	\$80.00
Senior Surveyor & Mapper	\$190.00
Surveyor & Mapper	\$150.00
Survey/GIS/SUE Analyst 3	\$105.00
Utility Locator (SUE)	\$79.50
Utility Technician (SUE)	\$67.00
Party Chief (Survey)	\$93.00
Instrument Man (Survey)	\$63.00
Rod Man/Chain Man (Survey)	\$47.50

EXHIBIT A – SCHEDULE OF RATES VALUES

Contract No: 190-0486-CN (SS)
Contract Title: St. Pete-Clearwater International Airport - Professional Engineering Services
Consultant Name: **Environmental Science Associates (ESA)**

ESA Labor Classification	Category Billing Rate
Sr.Principal Consultant III	\$275.00
Sr. Principal Consultant II	\$275.00
Sr. Principal Consultant I	\$275.00
Principal Consultant III	\$275.00
Principal Consultant II	\$250.00
Principal Consultant I	\$235.00
Managing Consultant III	\$220.00
Managing Consultant II	\$200.00
Managing Consultant I	\$180.00
Senior Consultant III	\$170.00
Senior Consultant II	\$150.00
Senior Consultant I	\$140.00
Consultant III	\$125.00
Consultant II	\$110.00
Consultant I	\$90.00
Administrative	\$80.00



To: Joe Sawmiller-Jacobs Aviation
 From: Kelly Taaffe Noto – Kelly Taaffe Design, Inc.
 Date: 8/17/20 **revised 10/28/20 and 11/9/20**
 Subject: Requested Rate Schedule
 Project: PIE 5-year Consulting agreement

The following is the requested rate schedule for Kelly Taaffe Design, Inc. for the new PIE 5 yr. consulting agreement.
 Please feel free to call with any questions or concerns.

Kelly Taaffe Design is a long-time certified DBE contractor thru the state of Florida Unified certification program, with a WMBE designation.

Our firm has worked with PIE staff on all aspects of terminal additions and renovations since 2005. We have a thorough knowledge of and can assist on history of finishes, seating, past & future Public Art projects, PIE’s signature custom carpet, custom tile, terrazzo, lighting, elevator cab re-fits, and terminal-wide new & restored restrooms and concessions. We developed the design and applications of all the hand molded tile art throughout the terminal and through all of these elements helped give PIE it’s signature look which is immensely popular with the community and travelers.

We are always seeking to add value and look forward to doing so as a member of your team. And to that, perhaps one of our biggest contributions will be our long-standing relationships with PIE staff. We very much look forward to working with them once again and for the first time with Jacobs!

The Jacobs Team 5 Year Consulting Agreement for PIE

Interior Design Services rate schedule:

Senior Designer	\$ 125.00 per hour
Designer Support	\$ 85.00 per hour
Project Management	\$ 150.00 per hour
Project Management Support	\$ 65.00 per hour
Admin	\$ 65.00 per hour
CAD	\$ 95.00 per hour

KELLY TAAFFE DESIGN, INC.
 1983 to 2020
 37 years of Award Winning Design



KELLY TAAFFE DESIGN INC. PO BOX 18525, TAMPA, FL 33679
 Kelly@KellyNoto.com 813-695-5049, www.kellytaaffedesign.com

Licensed by the State of Florida, Dept. of Architecture and Interior Design Lic.# ID0002289 & IB0001146
 Kelly Taaffe Noto- Member in good standing: IDSA



October 23, 2020

St. Pete-Clearwater International Airport
Professional Engineering Services
RFQ 190-0486-CN-SS
NSI P/N 200601

FULLY LOADED RATES

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>
2-PERSON SURVEY CREW	\$108.00
3-PERSON SURVEY CREW	\$152.50
SENIOR PROJECT MANAGER, PSM	\$200.00
PROJECT SURVEYOR/CAD TECHNICIAN	\$104.25
ADMINISTRATIVE	\$ 93.75
EXPENSES (TRUCK, GPS & CONVENTIONAL EQUIPMENT)	\$262.00 (PER MOBILIZATION)



Sightline, Inc. www.sightline.us
15483 Enterprise Way, Culpeper, VA 22701 (540) 212-4544 phone/fax

Christopher Bowker, PE
Jacobs
Florida Aviation Group Leader
904.636.5432
christopher.bowker@jacobs.com

November 6, 2020

Chris,

In response to the burdened rate reduction requests from Pinellas County related to the On-Call Professional Services Contract with St Pete-Clearwater International Airport, we are pleased to present our hourly rates as follows:

Sightline, Inc.

- Project Principal – \$270.00/hour
- Senior Technician – \$140.00/hour
- Technician – \$140.00/hour

Sincerely,

A handwritten signature in black ink that reads "Michael W Speidel". The signature is written in a cursive, flowing style.

Michael W Speidel
Vice President
Sightline, Inc.
(540) 272-3583

**TIERRA SOUTH FLORIDA, INC. (TSF)
SCHEDULE OF RATE VALUES
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 190-0486-CN (SS)**

	<u>Unit</u>	<u>Unit Rate*</u>
I. FIELD INVESTIGATION		
A. Mobilization of Men and Equipment		
i. Truck-Mounted Equipment	Trip	\$ 350.00
ii. Specialized ATV/Mudbug	Trip	\$ 720.00
iii. Support Vehicle	Trip	\$ 150.00
B. Standard Penetration Test Borings		
i. 0 - 50 ft depth	L.F.	\$ 13.00
ii. 50 - 100 ft depth	L.F.	\$ 15.00
C. Grout-Seal Boreholes		
i. 0 - 50 ft depth	L.F.	\$ 6.00
ii. 50 - 100 ft depth	L.F.	\$ 7.00
D. Casing Allowance		
i. 0 - 50 ft depth	L.F.	\$ 7.00
ii. 50 - 100 ft depth	L.F.	\$ 9.00
E. Rock Coring		
i. 0 - 50 ft depth	L.F.	\$ 35.00
ii. 50 - 100 ft depth	L.F.	\$ 45.00
F. Field Permeability Tests	Test	\$ 300.00
G. Safety Lights	Day	\$ 350.00
H. Auger Borings	L.F.	\$ 11.00
I. Site Clearing to Access Borings	Hour	\$ 150.00
J. Extra Split Spoon Samples	Each	\$ 35.00
L. Hand Muck Probes (2-man crew)	Hour	\$ 110.00
M. Thin Walled Shelby Tube Samples	Each	\$ 200.00
N. 2-Inch Piezometer Installation	L.F.	\$ 40.00

**TIERRA SOUTH FLORIDA, INC. (TSF)
SCHEDULE OF RATE VALUES
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 190-0486-CN (SS)**

	<u>Unit</u>	<u>Unit Rate*</u>
O. Standby/Decontamination (Drill Rig & Crew)	Hour	\$ 180.00
P. Double Ring Infiltration Test	Test	\$ 460.00
Q. Organic Vapor Analyzer (OVA)	Day	\$ 210.00
R. Ground Penetrating Radar	Day	\$ 1,800.00
II. SOILS TESTING		
A. Natural Moisture Content Tests	Test	\$ 10.00
B. Unit Weight and Natural Moisture (Undisturbed)	Test	\$ 50.00
C. Grain-Size Analysis - Full Gradation	Test	\$ 65.00
D. Grain-Size Analysis - Single Sieve	Test	\$ 35.00
E. Grain-Size with Hydrometer	Test	\$ 115.00
F. Atterberg Limit Tests	Test	\$ 75.00
G. Organic Content Tests	Test	\$ 35.00
H. Carbonate Content Test	Test	\$ 100.00
I. Environmental Tests - FDOT Procedure (pH, sulfates, chlorides, resistivity)	Test	\$ 185.00
J. Consolidation Tests		
i. Initial Load Cycle (Max. 4 tsf)	Test	\$ 425.00
ii. Additional load increment (> 4 tsf)	Test	\$ 25.00
K. Specific Gravity	Test	\$ 95.00
L. Triaxial Shear Tests (3 Points)	Test	\$ 350.00
M. Rock Compression Test	Test	\$ 100.00
N. Split Tension Test	Test	\$ 100.00
O. Proctor Test		
i. Standard or Modified (Soil)	Test	\$ 105.00
ii. Modified (Limerock)	Test	\$ 125.00

**TIERRA SOUTH FLORIDA, INC. (TSF)
SCHEDULE OF RATE VALUES
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 190-0486-CN (SS)**

	<u>Unit</u>	<u>Unit Rate*</u>
P. Nuclear Density		
i. Maximum 5 tests per trip	Test	\$ 125.00
ii. Additional test	Test	\$ 25.00
Q. Sand Cone Density		
i. Maximum 3 tests per trip	Test	\$ 150.00
ii. Additional test	Test	\$ 50.00
R. Florida Bearing Value Test	Test	\$ 45.00
S. Limerock Bearing Ratio Test	Test	\$ 330.00
T. California Bearing Ratio Test + sampling	Test	\$ 500.00
U. Direct Shear Strength Test (1 Point)	Test	\$ 250.00
III. AGGREGATE TESTING		
A. Grain-Size Analysis		
i. Full (8 sieves)	Test	\$ 75.00
ii. Wash (-200 sieve)	Test	\$ 45.00
B. Sieve Analysis - Coarse Aggregate	Test	\$ 45.00
C. Specific Gravity & Absorption (Fine or Coarse)	Test	\$ 70.00
IV. ASPHALT TESTING		
A. Asphalt Plant Inspection	Day	\$ 900.00
B. Asphalt Core	Each	\$ 150.00
C. Asphalt Extraction & Gradation	Test	\$ 150.00
D. Asphalt Density & Thickness	Test	\$ 25.00
E. Marshall Stability (50 blows, 3 specimen) (includes density, flow and stability)	Test	\$ 150.00
F. Mobilization (Asphalt Coring Machine and Generator)	Trip	\$ 400.00
V. CONCRTE AND MASONRY TESTING		
A. Compression Test (Minimum 4 cylinders) (includes onsite cylinder prep and slump test and lab delivery)	Set	\$ 140.00
B. Additional Cylinders	Test	\$ 18.00
C. Compression Test Only	Test	\$ 18.00
D. Slump Test Only	Test	\$ 10.00

**TIERRA SOUTH FLORIDA, INC. (TSF)
SCHEDULE OF RATE VALUES
ST. PETE-CLEARWATER INTERNATIONAL AIRPORT
PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 190-0486-CN (SS)**

	<u>Unit</u>	<u>Unit Rate*</u>
E. Air Content Test	Test	\$15
F. Stand-by	Hour	\$ 55.00
G. Grout Prism (6 per set) (includes onsite prep)	Set	\$ 80.00
H. 2'x2' Mortar Cubes (6 per set)	Set	\$ 80.00
I. Additional cube sets	Set	\$ 80.00
J. Masonry Units		
i. Compressive Strength	Test	\$ 80.00
ii. Absorption	Test	\$ 50.00
K. Concrete Cores (Mimumum 3)		
i. Secure, Trim & Test	Each	\$ 80.00
ii. Core Test with trim (delivered)	Each	\$ 50.00
L. Swiss Hammer Test	Hour	\$ 65.00
M. Windsor Probe Test (Minimum 3 shots)	Test	\$ 150.00
N. Additional Windsor Probe Tests	Test	\$ 100.00

VI. ENGINEERING/COORDINATION/MANAGEMENT

A. Project Manager	Hour	\$ 175.00
B. Principal Engineer	Hour	\$ 175.00
C. Senior Engineer	Hour	\$ 150.00
D. Project Engineer	Hour	\$ 125.00
E. Asphalt Plant Inspector	Hour	\$ 75.00
F. Asphalt Field Inspector	Hour	\$ 75.00
G. Threshold Inspector	Hour	\$ 75.00
H. Senior Technician	Hour	\$ 75.00
I. Technician	Hour	\$ 65.00
J. CADD	Hour	\$ 75.00

*The unit rates provided are fully loaded (burdened).

Appendix 1
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

1. **GENERAL CIVIL RIGHTS PROVISIONS.** The contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance.

2. **COMPLIANCE WITH NONDISCRIMINATION REQUIREMENTS.** During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

Appendix 1
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation – Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR part 27;

Appendix 1
St. Pete-Clearwater International Airport
FAA CIVIL RIGHTS AND NONDISCRIMINATION REQUIREMENTS

- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

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

1. INSURANCE:

- a) 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 within 10 days after award recommendation.
- b) Consultant shall email certificate that is compliant with the insurance requirements to sstele@pinellascounty.org. If certificate received with bid was a compliant certificate 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). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) 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 vendor 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
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said 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, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime 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 subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent 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 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 waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. 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.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.

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

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

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

(1) Workers' Compensation Insurance

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

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

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

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

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

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

Limits	
Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

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

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

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

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

Limits

Per Claim or Occurrence	\$ 1,000,000
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.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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