

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: Solid Waste Landfill and Ancillary Facilities Consulting Services

RFP CONTRACT NO. 189-0175-CN (RW)

CONTINUING FIRM: Stearns, Conrad and Schmidt, Consulting Engineers, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SOLID WASTE LANDFILL AND ANCILLARY FACILITIES
CONSULTING SERVICES FOR
Solid Waste Department**

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

WITNESSETH, That:

WHEREAS, the COUNTY Solid Waste Department requires **PROFESSIONAL SOLID WASTE LANDFILL AND ANCILLARY FACILITIES CONSULTING SERVICES** associated with landfill operations and ancillary site facilities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL SOLID WASTE LANDFILL AND ANCILLARY FACILITIES CONSULTING SERVICES requisite to the management needs of the COUNTY Solid Waste Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The scope of services outline herein is the minimum scope of work to be provided. Work to be performed by the selected CONSULTANT shall be on a negotiated, written assignment-by-assignment basis and shall include a "not to exceed" budget amount for the assignment. Work assignments shall be made by the COUNTY's Director of the Department of Solid Waste.

The selected CONSULTANT will provide independent Engineering Consulting Services related to the needs of the COUNTY Department of Solid Waste. The work may include but is not limited to the following:

- a. Contract Compliance Monitoring - Review and monitor landfill operator performance and compliance with the provisions of the operating contract. Work includes assisting the COUNTY in negotiating change orders and other changes to the operating contract. Prepare written performance assessment reports.
- b. Permit Assistance – Assist the COUNTY in preparing permit applications and the renewal of environmental permits required for system operation including solid waste operating permits, NPDES, wastewater, stormwater, mulch, Title V and any other permits required for the construction and operation at the facility. Review existing permits and advise of potential changes to reflect current operations or impacts on proposed programs or facilities. Assist with the preparation and delivery of permit modifications. Attend meetings with the state regulators as required.
- c. Design Engineering – Design of facilities and systems as may be required including landfill expansion areas, landfill closure, stormwater facilities, landfill gas systems, transfer facilities, roadways and monitoring systems. Engineering and design may also include site water management controls and automation. Work may include design, drawings, specifications, and assistance during bidding, and construction administration services.
- d. Construction and Engineering – construction administration and engineering services as independent third party where the CONSULTANT was not the designer.
- e. Future Needs Projections – Provide landfill life expectancy evaluations and air space utilization calculations including compaction. Assist in preparing solid waste quantity projections.
- f. Environmental Monitoring – Assist the COUNTY in conducting environmental monitoring programs including evaluation and analysis of results, FDEP report generation and making recommendations. This work includes evaluating the gradient monitoring program including hydrology with special consideration to hydrogeological influences and the negative gradient required on the site by permit conditions. Work may include assessment of the slurry wall.
- g. System Improvements – Analyze and recommend improvements to existing facilities and operations, and management programs. Services include preparation of conceptual analyses, layouts and engineers estimate of construction and operating costs estimates. Assist the COUNTY in evaluating new technologies or systems that may be applicable or offer viable improvements to the COUNTY's solid waste system.
- h. Landfill Operation – Evaluate and update landfill operating plans including fill sequencing, alternative cover materials, alternative landfill design options, odor and dust control, and alternative maintenance strategies. Assess existing site infrastructure operations to include erosion control and maintenance of ditches, site water storage capacity, and alternative options for improved site water quality.
- i. Landfill Closure – Evaluate and update closure sequence plans and long-term care programs including the preparation of permit applications, as applicable. Assist the COUNTY in evaluating end use options for closed landfill areas including solar power.
- j. Financial Assurance – Provide closure, post closure and long term care cost estimates. Assist the COUNTY in preparing financial assurance compliance reporting.
- k. Landfill Gas Monitoring – Calculate and/or monitor emissions from the landfills to determine compliance with Title V air quality regulations. Provide engineering services for active gas extraction and potential energy recovery.

- l. Landfill Buffer Improvements – Assess the removal of existing nuisance species, Brazilian Pepper, and replacement with other landscape vegetation. Assess the overall site operations and recommend performance based site improvements also contributing to beautification.
- m. Miscellaneous Services
 - 1. Regulatory Issues – Monitor EPA and FDEP rulemaking, as well as state and federal legislative initiatives and advise the COUNTY of the affect of legislation and/or rule changes on its facilities and operations.
 - 2. Permitting – Assist the COUNTY with reviewing applications and issuing permits to solid waste management and disposal facilities located in Pinellas COUNTY in accordance with Pinellas COUNTY Code 106.
<http://library.municode.com/index.aspx?clientid=10274>
 - 3. Waste Stream Composition – Assist the COUNTY in preparing updates to the waste stream compositions study on a periodic basis when requested.
 - 4. Survey – Assist the COUNTY in conducting surveys as required for landfill operation and permitting as well as to support other activities and projects.
 - 5. Meetings and Presentations – Assist the COUNTY in preparing for, and participating in meetings and presentations to local government, citizen groups and regulatory agencies.
- n. Other Services – The CONSULTANT shall also provide services not otherwise described, or any other tasks associated with the COUNTY’s solid waste operations, which may be required by the COUNTY during the course of the Agreement.

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT’S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT’S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT’S Florida registered engineer.

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

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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

- 3.1.4 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services for assignments to the CONSULTANT as well as assignments to other contractors or Consultants.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents submitted by contractors or other Consultants.
 - C. Quality control and constructability reviews of plans for all designs prepared by the CONSULTANT. Also provide 3rd party review of plans prepared by others as COUNTY representative.
 - 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, Environmental Permitting Services, Cost Estimate, Construction Engineering and Construction Administration. Construction Administration Services include: Contractor pay requests, verification of material delivery, Observation of installation and erection consistent with plans and specifications, testing observation and approval, final walk down, acceptance testing and turnover, review of as-built drawings.
 - E. Project Management support and preparation of independent cost estimates updates for Projects completed by others.
 - F. Status meetings for all construction projects will be conducted at least once per 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 civil surveys of construction projects proposed for landfill operation and permitting. Civil surveys may also include other site construction projects. All surveys shall be performed and certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production and reproduction support of major documents such as permit applications, feasibility studies, design modifications, and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare graphic figures, sketches, diagrams, design drawings, maps, specifications, as-builts drawings, etc., for the COUNTY when requested. All design support shall be performed on the latest version of Auto-Cadd maintained by the County.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

The CONSULTANT shall also provide miscellaneous services in support of the Solid Waste Department 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 Solid Waste 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 Solid Waste or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed One Million Five Hundred Thousand dollars (\$1,500,000). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 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.

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

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

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

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

**SECTION 10
SATISFACTORY PERFORMANCE**

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

**SECTION 24
CONFLICT OF INTEREST**

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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: Stearns, Conrad and Schmidt,
Consulting Engineers, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: CARLO LEBRON
Title: Vice President Date: 5/20/19

By: _____
Chairman Date: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

June 27, 2019
File No. 090136219

Sue Steele, CPPB
Lead Procurement Analyst
Pinellas County Purchasing
400 S. Fort Harrison Avenue, 6th Floor
Clearwater FL, 33756

Subject: Rate Reduction Request: 189-0175-CN (SS), Solid Waste Landfill and Ancillary
Facilities Consulting Services

Dear Mrs. Steele:

SCS Engineers (SCS) is pleased to submit our revised Fee Schedule based on your letter dated June 20, 2019 for the Solid Waste Landfill & Ancillary Facilities Consulting Contract No. 189-0175-CN (SS). In addition, please find attached our subconsultants revised fee schedules as required in your letter in the following Attachments. Please note, revised pages as requested have been inserted into the document where required to make the following a complete package.

- Attachment A - SCS Engineers
- Attachment B - Ardaman & Associates, Inc.
- Attachment C - Broadway Engineering, P.A.
- Attachment D - George F. Young, Inc.
- Attachment E - Pickett & Associates, Inc.
- Attachment F - Tierra, Inc.
- Attachment G - Woodroffe Corporation Architects

The rates structure submitted are fully loaded (burdened); inclusive of all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel required by the County for a work assignment outside the Tampa Bay Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SCS is excited about continuing to work with Pinellas County. Please feel free to contact us at (813) 804-6714 should you have any questions or if you need anything further.

Sincerely,



Shane R. Fischer, P.E.
Office Manager/Project Director
SCS ENGINEERS



Carlo Lebron, P.E.
Business Unit Director
SCS Engineers



Attachment A – SCS Engineers

SCS ENGINEERS FEE SCHEDULESolid Waste Landfill & Ancillary Facilities Consulting
Contract No. 189-0175-CN (RW)

<u>Labor Category</u>	<u>Rate</u>
Principal/Business Unit Director	\$265
Sr. Project Director	\$255
Project Director II	\$245
Project Director I	\$235
Senior Project Advisor	\$220
Senior Project Manager II	\$210
Senior Project Manager I	\$200
Project Manager II	\$185
Project Manager I	\$175
Senior Project Professional III	\$170
Senior Project Professional II	\$160
Senior Project Professional I	\$155
Project Professional II	\$140
Project Professional I	\$130
Designer	\$115
Construction Superintendent	\$115
Staff Professional II	\$120
Staff Professional I	\$110
Senior Technician	\$100
Associate Staff Professional	\$95
Designer/Drafter	\$95
Technician	\$88
Secretarial/Clerical	\$80



Attachment B - Ardaman & Associates, Inc.



Ardaman & Associates, Inc.

Geotechnical, Environmental and
Materials Consultants

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
FEE SCHEDULE FOR PROFESSIONAL, TESTING, AND SUPPORT SERVICES

PROFESSIONAL SERVICES

Senior Consultant	Per Hour	\$252.00
Principal Engineer	Per Hour	\$222.00
Project Director	Per Hour	\$202.00
Senior Project Manager/Engineer	Per Hour	\$185.00
Senior Construction Manager	Per Hour	\$184.00
Safety Officer	Per Hour	\$172.00
Project Manager	Per Hour	\$156.00
Project Engineer V	Per Hour	\$156.00
Senior Geologist/Scientist/Ecologist	Per Hour	\$151.00
Project Engineer III	Per Hour	\$151.00
Project Engineer I/Engineering Associate	Per Hour	\$144.00
Project Geologist III	Per Hour	\$140.00
Project Geologist I	Per Hour	\$129.00
Assistant Project Engineer/Scientist	Per Hour	\$132.00
Staff Engineer III/Geologist III/Scientist III	Per Hour	\$116.00
Staff Engineer I/Geologist I/Scientist I	Per Hour	\$94.00
Staff Ecologist III	Per Hour	\$80.00
Staff Ecologist I	Per Hour	\$69.00
Engineer Assistant	Per Hour	\$72.00
Engineer Intern	Per Hour	\$54.00

GIS SERVICES

GIS Analyst III	Per Hour	\$138.00
GIS Analyst I	Per Hour	\$124.00
GIS Specialist III	Per Hour	\$96.00
GIS Specialist I	Per Hour	\$80.00

CONSTRUCTION MONITORING AND FIELD/LABORATORY TESTING SERVICES

Field Engineer III/Construction Manager III	Per Hour	\$107.00
Field Engineer II	Per Hour	\$99.00
Field Engineer I	Per Hour	\$94.00
Laboratory Manager	Per Hour	\$102.00
Field/Lab Technician V	Per Hour	\$92.00
Field/Lab Technician IV	Per Hour	\$82.00
Field/Lab Technician III	Per Hour	\$71.00
Field/Lab Technician II	Per Hour	\$60.00
Field/Lab Technician I	Per Hour	\$48.00

DESIGN AND SUPPORT SERVICES

Engineering Designer V	Per Hour	\$110.00
Engineering Designer III	Per Hour	\$95.00
Engineering Designer I	Per Hour	\$84.00
Technical Drafter V	Per Hour	\$78.00
Technical Drafter III	Per Hour	\$70.00
Technical Drafter I	Per Hour	\$60.00
Technical Secretary	Per Hour	\$59.00
Office Assistant	Per Hour	\$33.00

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
FEE SCHEDULE FOR FIELD SERVICES (Page 1 of 3)

MOBILIZATION/DEMobilIZATION

Mobilization and Demobilization

• Men and Equipment	Per Rig-Hour	\$217.00
• Mileage - Rig	Per Mile	\$1.50
• Mileage - Truck	Per Mile	\$0.80
• Portable Barge	Price depends on project requirements	

STANDARD DRILLING

All Terrain Vehicle	Add'l Price Per LF	\$1.10
Auger Borings (4-inch)	Per Lineal Foot	\$12.90
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil Drilling	Per Lineal Foot	\$9.30
• Rock Drilling	Per Lineal Foot	\$15.50
Standard Penetration Test (SPT) Borings (ASTM D1586) in Soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	\$19.40
• from 25 feet to 50 feet	Per Lineal Foot	\$21.60
• from 50 feet to 100 feet	Per Lineal Foot	\$23.90
• from 100 feet to 125 feet	Per Lineal Foot	\$30.60
• from 125 feet to 150 feet	Per Lineal Foot	\$40.50
Standard Penetration Test (SPT) Borings in High Resistance Soil/Rock (N-values > 50)	Add'l Price Per LF	\$3.90
Furnish, Install, and Remove Casing (up to 4-inch):		
• from surface to 50 feet	Per Lineal Foot	\$11.50
• from 50 feet to 100 feet	Per Lineal Foot	\$14.10
• from 100 feet to 150 feet	Per Lineal Foot	\$18.20
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	\$241.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	\$297.00
Rock Coring (N or H size)		
• from surface to 50 feet	Per Lineal Foot	\$45.20
• from 50 feet to 100 feet	Per Lineal Foot	\$51.80
• from 100 feet to 150 feet	Per Lineal Foot	\$58.55

SAMPLING

Additional SPT and Samples		
• from 10 feet to 25 feet	Per Additional Sample	\$37.10
• from 25 feet to 50 feet	Per Additional Sample	\$40.70
• from 50 feet to 100 feet	Per Additional Sample	\$46.30
• from 100 feet to 125 feet	Per Additional Sample	\$52.10
• from 125 feet to 150 feet	Per Additional Sample	\$65.10
Undisturbed Samples		
• Shelby Tube	Per Sample	\$165.00
• Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	\$202.00

SOUNDINGS

Electric Dutch Cone Soundings	Per Lineal Foot	\$15.80
Piezocone Soundings	Per Lineal Foot	\$17.40
Muck Probing/Clay Sampling	Per Crew-Hour	\$253.00
Electric Dutch Cone Soundings (Time Basis)	Per Crew-Hour	\$244.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	\$265.00
Piezocone Dissipation Monitoring	Per Crew-Hour	\$263.00
Piezoprobe Dissipation Monitoring	Per Crew-Hour	\$210.00

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
FEE SCHEDULE FOR FIELD SERVICES (Page 2 of 3)

OTHER CHARGES

Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	\$215.00
Standby Time	Per Crew-Hour	\$215.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	\$239.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	\$239.00
Well Clearing/Sensitivity Test/Water Level Reading	Per Crew-Hour	\$239.00
Double Ring Infiltration Test	Per Test	\$700.00
Air Boat Use	Per Day	\$458.00
Support Water Truck Use	Per Day	\$186.00
Instrumentation Unit Use	Per Day	\$333.00
Lodging and Subsistence	Per Crewman-Day	\$142.00
Meal Expenses for Field Employees	Per Crewman-Day	\$61.00

GENERAL FIELD EQUIPMENT

Data Logger	Per Day	\$450.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	\$149.00
Photo Ionization Detector (Photovac Tip)	Per Day	\$185.00
Methane Detector	Per Day	\$153.00
Explosimeter	Per Day	\$96.00
Generator	Per Day	\$164.00
Air Compressor	Per Day	\$88.00
Steam Cleaner	Per Day	\$153.00
Surveying Equipment	Per Day	\$93.00
Centrifugal Development Pump	Per Day	\$72.00
Submersible Sampling Pump and Controller (Daily)	Per Day	\$213.00
Submersible Sampling Pump and Controller (Weekly)	Per Week	\$635.00
Submersible Development Pump (Daily)	Per Day	\$97.00
Submersible Development Pump (Weekly)	Per Week	\$291.00
Peristaltic Purging Pump	Per Day	\$74.00
Magnetometer	Per Day	\$69.00
Product/Water Interface Probe	Per Day	\$92.00
pH/Conductivity Meter	Per Day	\$32.00
Turbidity Meter	Per Day	\$75.00
Dissolved Oxygen Meter	Per Day	\$135.00
Water Level Indicator	Per Day	\$30.00
Bailer Usage	Per Day	\$31.00
Streamgaging flow meter	Per Day	\$33.00
Concrete Saw	Per Day	\$157.00
Vibration Monitor	Per Day	\$301.00
Trimble Geo 7X w/centimeter kit GPS	Per Day	\$78.00
Transducer	Per Day	\$84.00
Hand Auger	Per Day	\$23.00
Jon Boat & Motor	Per Day	\$231.00
Ponar Dredge	Per Day	\$28.00
Kemmar Sampler	Per Day	\$28.00
Manta Data Sonde	Per Day	\$202.00
Bridge Board	Per Day	\$123.00
Inflatable Boat	Per Day	\$95.00

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
FEE SCHEDULE FOR FIELD SERVICES (Page 3 of 3)

EXPENDABLE SUPPLIES

High Capacity (1 or 0.45 micron) Filter	Each	\$32.30
Disposal Teflon Bailer	Each	\$30.10
Disposable Polyethylene Bailer	Each	\$18.80
Disposable Free Product Bailer	Each	\$31.80
Isopropyl Alcohol (decontamination)	Per Gallon	\$20.70
Deionized Water (decontamination)	Per Five Gallons	\$15.30
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	\$15.30
Tygon Tubing	Per Foot	\$4.00
Polyethylene Tubing	Per Foot	\$0.70
55-gallon Drum	Each	\$98.00
Master Lock	Each	\$21.00

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	\$314.00
AGI Sting R1-IP	Per Day	\$293.00
Liner Leak Detection Equipment	Per Day	\$32.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers, and settlement devices and for performance of packer tests will be determined per project.

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
LABORATORY SOIL TESTING SERVICES (Page 1 of 2)

CLASSIFICATION TESTS

Soil Moisture Content (ASTM D2216)	Each	\$16.40
Gypsum Moisture Content (ASTM D2216) at 40° C	Each	\$28.80
Organic Content		
Loss on Ignition (ASTM D2974)	Each	\$38.00
Wet Combustion (AASHTO T-194)	Each	\$129.20
Unit Weight/Classification of Undisturbed Sample	Each	\$74.80
Particle-Size Distribution		
Sieve Analysis (ASTM D421, D422)	Each	\$58.70
Fines Content (ASTM D1140)	Each	\$39.60
Hydrometer Analysis (ASTM D422)	Each	\$127.00
Atterberg Limits (ASTM D4318); Method A; Wet Preparation		
Plasticity Index Less than 150%	Per Set	\$128.00
Plasticity Index Greater than 150%	Add'l Per Set	\$79.00
Shrinkage Limit (ASTM D4943)	Each	\$101.00
Specific Gravity (ASTM D854)	Each	\$1124.00
Marsh Funnel Viscosity (API 13B-1)	Each	\$26.50
Slump Cone (ASTM C143)	Each	\$26.50
Effective Porosity (ASTM D2325 at 1/3 atm)	Each	\$89.00

COMPACTION TESTS

Standard (ASTM D698) or Modified Proctor (ASTM D1557)		
Up to 5 Points	Per Test	\$129.00
More than 5 Points	Per Add'l Point	\$17.00
Plasticity Index Greater than 20%	Add'l Per Test	\$140.00
Maximum-Minimum Density (ASTM D4253, D4254)	Per Set	\$144.00
Limerock Bearing Ratio (3 Points)	Per Set	\$436.00

CONSOLIDATION TESTS

Incremental Consolidation Test (ASTM D2435 w/c _v and C _{ae})		
Up to Ten Load or Unload Increments	Per Test	\$720.00
More than Ten Load or Unload Increments	Per Add'l	\$65.00
Constant Rate of Strain Consolidation Test (ASTM D4186)	Each	\$720.00
Settling Test (D = 10 cm; H ₀ = 30 cm)	Each	\$140.00

PERMEABILITY TESTS

Rigid Mold Permeameter (ASTM D2434), $k \geq 1 \times 10^{-3}$ cm/sec & $-200 < 10\%$	Each	\$283.00
Flexible Wall Permeameter (ASTM D5084), $k > 1 \times 10^{-8}$ cm/sec	Each	\$361.00
Flexible Wall Permeameter (ASTM D5084), $k \leq 1 \times 10^{-8}$ cm/sec	Each	\$511.00
Permeation with Fluid Other Than Water	Add'l Per Test	\$226.00

STRENGTH TESTS

Strength Index Tests (Torvane, Penetrometer)	Each	\$7.00
Vane Shear Test (ASTM D4648)	Each	\$29.00
Unconfined Compression Test (ASTM D2166)		
Strength Only	Each	\$65.00
With Stress-Strain Curve	Each	\$120.00

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
LABORATORY SOIL TESTING SERVICES (Page 2 of 2)

STRENGTH TESTS (Continued)

Triaxial Tests		
Unconsolidated-Undrained (ASTM D2850)	Each	\$312.00
Unconsolidated-Undrained (with pore pressure response)	Each	\$690.00
Consolidated-Undrained (with pore pressure measurement)	Each	\$690.00
Consolidated-Drained on Sands	Each	\$565.00
Consolidated-Drained on Fine Grained Soils	Each	\$745.00
Use of Pore Fluid Other Than Water	Add'l Per Test	\$225.00
Direct Shear Tests		
Conventional 2.3" Box Shear (ASTM D3080)	Per Normal Load	\$345.00
2.3" Box Shear with Stress Reversals	Per Normal Load	\$520.00
2.3" Box Shear with Geosynthetics	Per Normal Load	\$360.00
Direct Simple Shear Test (ASTM D6528)	Per Normal Load	\$880.00
Split Tensile for Rock Cores (ASTM D3967)	Each	\$166.00
Angle of Repose	Each	\$61.00

ARDAMAN & ASSOCIATES, INC.
Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	\$9.00
Specific Conductance (FM 3-D1125)	Each	\$10.00
Sulfate (FM 5-553)	Each	\$50.00
Chloride (FM 5-552)	Each	\$50.00
Soil pH (FM 5-550)	Each	\$50.00
Soil Specific Conductance	Each	\$50.00
Soil Resistivity (ASTM G57 or FM 5-551)	Each	\$56.00
Carbonate Content (ASTM D4373; HCl gasometric)	Each	\$82.00
Carbonate Content (FM 5-514; HCl gravimetric)	Each	\$137.00
Water Corrosivity Series (FM 5-550, 552, 553, FM 3-D1125)	Each	\$114.00
Soil Corrosivity Series (ASTM D2216, FM 5-550, 551, 552, 553)	Each	\$200.00
Aggregate Soluble Silica (H ₂ SO ₄ Extraction)	Each	\$285.00
Concrete Low Level Chloride (FM5-516)	Each	\$178.00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D751, D5199 or D5994)	Per Sample	\$19.00
Geomembrane Asperity Height (ASTM D7466)	Per Sample	\$41.00
Geomembrane Density (ASTM D792)	Per Sample	\$37.00
Geomembrane Tensile Strength (ASTM D6693; 5 MD/5 XD)	Per Set	\$92.00
Geomembrane Tear Resistance (ASTM D1004; 10 MD/10 XD)	Per Set	\$81.00
Geomembrane Seams (ASTM D4437 or D6392)		
• Extrusion Weld (5 Peel and 5 Shear) Specimens	Per Set	\$54.00
• Double-Wedge Fusion Weld (10 Peel & 5 Shear) Specimens	Per Set	\$81.00
Geotextile Grab Tensile Strength ((ASTM D4632; 10 MD/10 XD)	Per Set	\$92.00
Geotextile Trapezoidal Tear (ASTM D4533; 10 MD/10 XD)	Per Set	\$109.00
Geotextile Wide-Width Tensile (ASTM D4595; 6 MD/6 XD)	Per Set	\$141.00
Geotextile Mass/Unit Area (ASTM D3776 or D5261)	Per Sample	\$37.00
Geotextile Thickness (ASTM D1777 or D5199)	Per Sample	\$19.00
Geotextile Seam Strength (ASTM D4884; 6 specimens)	Per Sample	\$70.00
Geocomposite Bond Strength (ASTM D7005; 5 MD Both Sides)	Per Set	\$115.00
Geonet Breaking Force (ASTM D7179; 5 MD)	Per Set	\$68.00
GCL Bonding Peel Strength (ASTM D6496; 5 MD)	Per Set	\$68.00
GCL Tensile Strength (ASTM D6768; 5 MD)	Per Set	\$68.00
Interface Direct Shear (ASTM D5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	\$314.00
• Geosynthetic to Soil	Per Normal Stress	\$427.00

SAMPLE PREPARATION AND SPECIAL TESTS

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

Attachment C - Broadway Engineering, P.A.



BROADWAY ENGINEERING, P.A......

1335 W. Cass St.

Tampa, FL 33606

(813) 251-9244

Fax: 251-9330

Broadway-eng.com

June 27, 2019

RE: Solid Waste Landfill And Ancillary Facilities Consulting Services
Pinellas County RFP 189-0175-CN(RW)

Fee Schedule

Valid for five years after execution

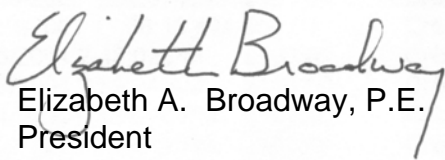
.....
CIVIL
MECHANICAL
STRUCTURAL
BUILDING DESIGN
.....

Lead Engineer	\$ 150.00/hr
CAD Operator	\$ 75.00/hr
Administration	\$ 40.00/hr

Standard Labor Rate Definition:

The above labor rates include labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

BROADWAY ENGINEERING, P.A.



Elizabeth A. Broadway, P.E.
President

Attachment D - George F. Young, Inc.



George F. Young, Inc.
| Standard Rate Schedule |
Solid Waste Landfill & Ancillary Facilities Consulting
Contract No. 189-0175-CN (RW)

(Rates listed below are PER HOUR, unless otherwise noted)

Professional Staff					
Surveying & Mapping	Rate	Civil Engineering	Rate	Planning	Rate
Principal Surveyor	\$175.00	Principal Engineer	\$204.00	Principal Planner	\$175.00
Surveyor III	\$145.00	Engineer III	\$176.00	Planner III	\$160.00
Surveyor II	\$125.00	Engineer II	\$149.00	Planner II	\$130.00
Surveyor I	\$110.00	Engineer I	\$121.00	Planner I	\$100.00
Landscape Architecture	Rate	GIS	Rate	Ecology	Rate
Principal LA	\$165.00	GIS PM	\$145.00	Principal Ecologist	\$140.00
LA III	\$127.00	GIS III	\$125.00	Senior Ecologist	\$125.00
LA II	\$110.00	GIS II	\$95.00	Ecologist	\$95.00
LA I	\$94.00	GIS I	\$80.00		
Traffic Engineering	Rate	Technical Staff Designers	Rate	Survey Crews	Rate
Principal Traffic Eng.	\$275.00	Designer III	\$121.00	4 Person Crew	\$205.00
Traffic Engineer III	\$180.00	Designer II	\$105.00	3 Person Crew	\$165.00
Traffic Engineer II	\$160.00	Designer I	\$88.00	2 Person Crew	\$125.00
Traffic Engineer I	\$110.00			1 Person Crew	\$90.00
Technicians	Rate				
Technician III	\$88.00				
Technician II	\$77.00				
Technician I	\$66.00				

Subsurface Utility Designation and Location	Rate	Rate
Location Vac. Truck and Crew	\$1,850.00 Per Day	Principal Utility Manager \$175.00
Designation Truck and Crew including GPR	\$1,775.00 Per Day	Sr. Utility Project Manager \$150.00
Ground Penetrating Radar (GPR) with Operator	\$1,475.00 Per Day	Utility Project Manager \$125.00
Mobilization/Demobilization	\$300.00 Per Day	Sr. Utility Coordinator \$130.00
Maintenance of Traffic (MOT)	\$400.00 Per Day	Utility Coordinator \$110.00

Specialty Survey Equipment	Rate	Rate
24 Foot Survey Boat	\$500.00 Per Day	ATV (4-wheel drive) \$150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00 Per Day	Odom Echotrac CV100 \$50.00 Per Day
Air Boat	\$250.00 Per Day	Trimble DGPS with Hypack \$125.00 Per Day
Robotic Total Station	\$15.00 Per Hour	

Legal Assistance	Rate
Preparation and/or Testimony	\$300.00

Client is responsible for direct payment of all application, permit, impact, recording, and bidding fees unless prior arrangements are made.

Attachment E - Pickett & Associates, Inc.



**Solid Waste Landfill & Ancillary Facilities Consulting
Contract No. 189-0175-CN (RW)**

ATTACHMENT “A” HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Principal Surveyor/Mapper	\$185.00
Senior Surveyor/Mapper	\$135.00
Professional Surveyor/Mapper	\$120.00
Senior Geospatial Analyst	\$95.00
Sr. Lidar Analyst	\$110.00
LiDAR Analyst	\$85.00
Photogrammetry Compiler	\$85.00
Survey/GIS Technician	\$85.00
Photogrammetry Editor	\$65.00
Aircraft crew (pilot & sensor operator)	\$200.00
Survey Crew (4 Man with Equipment & Vehicle)	\$200.00
Survey Crew (3 Man with Equipment & Vehicle)	\$165.00
Survey Crew (2 Man with Equipment & Vehicle)	\$120.00
Survey Crew (1 Man with Equipment & Vehicle)	\$100.00
UAV Crew (2 Man with Drone & Vehicle)	\$200.00
Clerical	\$65.00
SPECIALIZED EQUIPMENT	DAILY OR HOURLY RATES
Airboat	\$260.00 per day
4 Wheel Drive ATV/Jeep/Buggy	\$320.00 per day
Single Beam Hydrographic Sounder & Computer	\$320.00 per day
Multi Beam Hydrographic Sounder & Computer	\$850.00 per day
Boat & Motor	\$400.00 per day
RTK/RTN GPS (1 rover)	\$50.00 per hour
Static GPS (per unit)	\$25.00 per hour
GPS Pro XR (DGPS)	\$25.00 per hour
Aircraft & Sensor	\$1,785.00 per hour

Attachment F - Tierra, Inc.

TIERRA

June 27, 2019

SCS Engineers, Inc.
3922 Coconut Palm Drive
Suite 102
Tampa, FL 33619

Attn: Mr. Shane Fischer, P.E.
Project Director

**RE: Schedule of Rate Values for Pinellas County
Engineering Consultant Services for Solid Waste
Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-P(RW)
Pinellas County, Florida
Tierra Project No.: 6511-19-142**

Mr. Fischer:

Thank you for the opportunity to join your team for the Professional Engineering Consulting Services for Solid Waste Landfill and other Related Ancillary Facilities.

Please find attached Tierra's fee schedule to be used on the contract. We understand that the rate structure is fully loaded (burdened) and will be in effect for the entire 5-year term of the contract.

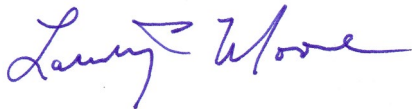
We trust that this will meet your needs for the Schedule of Rates Values requested by Pinellas County.

Thank you once again for the opportunity to be part of your team.

Please let us know if you have any questions or need further information.

Sincerely,

TIERRA, INC.



Larry P. Moore, P.E.
Principal Geotechnical Engineer

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00
Geo SPT Truck 0-50 Ft	LF	\$ 12.90
Geo SPT Truck 50-100 Ft	LF	\$ 17.00
Geo SPT Truck 100-150 Ft	LF	\$ 31.00
Geo SPT Truck 150-200 Ft	LF	\$ 39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$ 70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00

Item Description	Unit	Unit Price
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$ 600.00
416-Geo Dozer (Owned)	Day	\$ 800.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$ 2,800.00

Item Description	Unit	Unit Price
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4” dia with Base Depth Check	Each	\$ 125.00
210-Asphalt Pavement Coring – 4” dia without Base Depth Check	Each	\$ 110.00
211-Asphalt Pavement Coring – 6” dia with Base Depth Check	Each	\$ 125.00
212-Asphalt Pavement Coring – 6” dia without Base Depth Check	Each	\$ 110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 110.00
603-Mobilization Asphalt Coring equipment	Each	\$ 250.00
606-Mobilization Concrete Coring	Each	\$ 250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$ 131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$ 50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$ 250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$ 340.00

Item Description	Unit	Unit Price
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$ 90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$ 90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$ 40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$ 55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$ 41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$ 275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$ 9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$ 50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$ 25.10
201-Asphalt Content (FM 5-563)	Test	\$ 136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$ 187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$ 51.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$ 270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$ 31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$ 13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$ 12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$ 38.00
Contamination Test Units		
850-EDR Report	Each	\$ 500.00
852-Organic Vapor Analyzer (OVA)	Day	\$ 150.00
854-Handheld GPS	Per Day	\$ 80.34
856-Field Sampling Kit (soil)	Each	\$ 75.00
858-Field Sampling Survey Kit (water)	Each	\$ 75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.90
862-BTEX and MTBE (Method 8260)	Each	\$ 65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
870-Volatile Organics (Method 8260)	Each	\$ 95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
874-Semi-Volatiles (Method 8270)	Each	\$ 200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
878-TPH Method FL-Pro	Each	\$ 65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
888-Arsenic (Method 6010/7471)	Each	\$ 9.00
890-SPLP/TCLP Metals	Each	\$ 198.00
892-Asbestos Samples	Each	\$ 15.00
894-Polychlorinated Biphenals (8082)	Each	\$ 75.00

Item Description	Unit	Unit Price
Engineering and Technical Support Services		
Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

Attachment G - Woodroffe Corporation Architects



Woodroffe Corporation Architects

HOURLY RATE SCHEDULE

Re: Pinellas County Solid Waste Landfill and Ancillary Facilities Consulting Services
Contract No. 189-0175-CN (RW)

We propose to perform Architectural Services on an hourly basis (unless otherwise agreed upon) based on the following Hourly Rate Schedule:

Senior Architect:	\$180
Architect:	\$130
Technical Support:	\$ 85
Administrative Support:	\$ 75

We understand that these Rates are to be for the five (5) year duration of the Contract.

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

1. INSURANCE:

The recommended Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to award of contract. Failure to provide the required insurance within the requested timeframe may result in your submittal being deemed non-responsive.

The contracted Consultant shall obtain and maintain, and require any sub-contractors 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, Contractor 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) Proposal submittals should include, the Consultant's current Certificate(s) of Insurance in accordance with the insurance requirements listed below. 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.
- b) Consultant shall email certificate that is compliant with the insurance requirements to ssteele@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 prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days 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 certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. 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.

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

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime 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. No explosion, collapse, or underground damage exclusions allowed.

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) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Proposer does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above: No explosion, collapse, underground damage exclusions allowed

Limits

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

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

- (5) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, 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.

- (6) 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.
- 4) Must include coverage for pollution losses including mitigation as well as a result of professional services by contractor if pollution coverage for such exposure is not included in (5) above.

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.

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