

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: Kimley-Horn and Associates, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

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AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

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

THIS AGREEMENT, entered into on the 12 day of January 2021 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 Kimley-Horn and Associates, 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: Kimley-Horn and Associates, Inc.

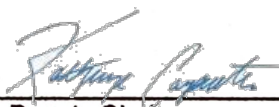
PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Print Name: SCOTT W. GILMER, PE
Title: VICE PRESIDENT Date: 11/25/2020

By: 
Chairman Date: January 12, 2021



ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: January 12, 2021

APPROVAL AS TO FORM:
APPROVED AS TO FORM

By: Diriki T. Geuka
Office of the County Attorney
Office of the County Attorney



November 12, 2020

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

**RE: *Response to Schedule of Rates
Professional Engineering Services
Contract No. 190-0486-CN (SS)***

Dear Ms. Steele,

In response to your letter of November 6, 2020, requesting various rate reductions, we are pleased to provide you with the attached revised rates.

The following pages represent the rates for the entire Kimley-Horn team.

If you have any questions, please call me at 813-210-4461.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Piro".

Paul Piro, P.E.
Project Manager



EXHIBIT A PINELLAS COUNTY - PROFESSIONAL ENGINEERING SERVICES CONTRACT NO. 190-0486-CN (SS) KIMLEY-HORN AND ASSOCIATES CONTRACT BILLING RATES	
JOB CLASSIFICATION	HOURLY BILL RATE
Administrative/Clerical	\$ 88.00
Aviation Planner	\$ 143.00
Chief Engineer	\$ 265.00
Construction Engineer	\$ 186.00
Designer/Engineering Tech	\$ 115.00
Engineer Intern	\$ 110.00
GIS Specialist	\$ 137.00
Landscape Architect	\$ 207.00
Landscape Intern	\$ 135.00
Planner	\$ 141.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 147.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 182.00
Project Manager	\$ 196.00
Sr. Environmental Scientist	\$ 170.00
Sr. Landscape Architect	\$ 215.00
Sr. Planner	\$ 190.00
Sr. Professional Engineer II	\$ 245.00

The above billing rates are fully loaded (burdened) rates and shall remain fixed for the duration of Pinellas County's contract (5 years) for the date of execution by Pinellas County. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

400 N Ashley Drive
Suite C400
Tampa FL 33602
USA

Tel 813.204.9000
Fax 813.223.6948

Gensler

October 28, 2020

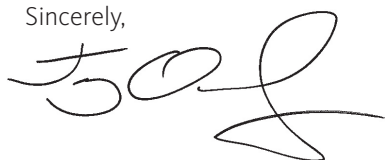
Paul Piro, PE
Kimley-Horn
655 North Franklin Street
Suite 150
Tampa FL 33602

Subject: REVISED Exhibit A for St. Pete-Clearwater International Airport – Professional Engineering Services – RFP 190-0486-CN (SS)

Dear Paul:

The attached Exhibit A represents our firm's revised Schedule of Rate Values — updated per the letter received from Sue Steele at Pinellas County dated October 23, 2020. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this five-year contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes

Sincerely,

A handwritten signature in black ink, appearing to read 'Ty Osbaugh', with a stylized flourish at the end.

Ty Osbaugh, AIA, LEED AP
Principal & Aviation Practice Area Leader



Exhibit A (revised October 28, 2020)

St. Pete-Clearwater International Airport – Professional Engineering Services

RFP 190-0486-CN (SS)

Labor Category	Hourly Rate <i>(inclusive of all labor, direct/indirect overhead, margins/profit, customary expenses, and travel within the Tampa Bay Metropolitan Statistical Area; applicable for the duration of the five-year contract period)</i>
Principal	\$ 271
Design Director	\$ 184
Technical Director	\$ 252
Senior Design Manager	\$ 174
Design Manager	\$ 188
Senior Project Architect	\$ 214
Project Architect	\$ 171
Architect	\$ 129
Designer	\$ 129
Senior Strategist Planner	\$ 181
Intermediate Strategist Planner	\$ 129
Junior Strategist Planner	\$ 97
Administrative	\$ 134

Via email: paul.piro@kimley-horn.com

August 19, 2020
Reissue - October 26, 2020

Mr. Paul P. Piro, P.E.
KIMLEY HORN
655 North Franklin Street, Suite 150
Tampa, FL 33602

**RE: ST. PETE-CLEARWATER INTERNATIONAL AIRPORT – CONTINUING SERVICES
SCHEDULE OF RATES – EXHIBIT A, ST. PETE-CLEARWATER, FL**

Dear Paul,

The attached Exhibit A represents our firm's Schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Very truly yours,

THORNTON TOMASETTI, INC.



Steve Zengel, P.E.
Associate

SZ/jl

**EXHIBIT A
FLORIDA OFFICE**

<u>TITLE</u>	<u>HOURLY BILLING RATE</u>
ADMINISTRATIVE SUPPORT STAFF.....	\$ 84.00
BUILDING INFORMATION MODELER.....	\$140.00
ENGINEER/DESIGNER.....	\$135.00
SENIOR ENGINEER/DESIGNER.....	\$150.00
PROJECT ARCHITECT/ENGINEER /DIRECTOR.....	\$168.00
SENIOR PROJECT ARCHITECT/ENGINEER /DIRECTOR.....	\$235.00
ASSOCIATE.....	\$216.00
SENIOR ASSOCIATE.....	\$230.00
VICE PRESIDENT.....	\$272.00
ASSOCIATE PRINCIPAL.....	\$272.00
SENIOR VICE PRESIDENT/PRINCIPAL.....	\$284.00

Notes: (1) Out-of-pocket expenses occurred for travel outside the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

(2) Rates are effective through August 6, 2025.



Paul Piro
Kimley-Horn and Associates, Inc.
655 N. Franklin St #150
Tampa, FL 33602

October 27,2020

Mr. Piro.

The attached Exhibit A represents Voltair’s Schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded(burdened). Each hourly rate is inclusive of all labor, direct/indirect overhead, margin/profit, customary expenses and travel within the Tampa bay Metropolitan Statistical Area. Voltair will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Sincerely,

Julius D. Davis
Principal/CEO

TAMPA:
6005 Benjamin Rd.
Suite A
Tampa, FL 33634
P: 813.867.4899

HOUSTON:
5353 W. Alabama St.
Suite 205
Houston, TX 77056
P: 832.371.6181

SOUTH FLORIDA:
2645 Exec. Park Dr.
Suite 610
Weston, FL 33331
P: 954.687.1002

NASHVILLE:
4235 Hillsboro Pike
Suite 300
Nashville, TN 37215
P: 888.891.9713

ATLANTA:
4751 Best Rd.
Atlanta, GA 30337
P: 888.891.9713

DALLAS:
119 Leslie Street
Dallas, TX 75207
P: 888-891-9713

ORLANDO:
2180 Central FL Pkwy.
Suite A8
Orlando, FL 32837
P: 321-622-2230

EXHIBIT A

Date: 10/27/2020

Name of Services: MEPF Engineering

Name of Firm: Voltair Consulting Engineers, Inc

Personnel Hourly Rates
Billing Rates

Title	Rates
Principal	240.00
Engineering Director	224.00
IT Director	150.00
Senior Professional Engineer	175.50
Engineer I	105.00
Engineer II	122.00
Senior Designer	128.00
IT Designer I	58.00
BIM Manager	130.00
CADD	97.50
Clerical	69.00

October 26, 2020

(615) 758-7474
www.connico.com

Mr. Paul P. Piro, PE
Kimley-Horn
655 North Franklin Street
Suite 150
Tampa, FL 33602

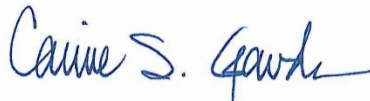
RE: St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 190-0486-CN (SS)
Schedule of Rate Values (revised)

Dear Mr. Piro:

The attached Exhibit A represents our firm's Schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

We look forward to working with Kimley-Horn on projects for St. Pete-Clearwater International Airport.

Sincerely,
CONNICO INCORPORATED



Connie S. Gowder, CCP
President/CEO
connie.gowder@connico.com

CI File No. 4731.20

Exhibit A

St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 190-0486-CN (SS)
Schedule of Rate Values

Job Classifications	Hourly Rate
Principal	\$ 255.20
Associate Principal	\$ 253.00
Director	\$ 234.00
Chief Cost Specialist	\$ 169.60
Senior Cost Specialist	\$ 145.60
Senior Project Specialist	\$ 139.00
Analyst III	\$ 114.00
Analyst I	\$ 88.00
Admin Specialist	\$ 91.00
Intern	\$ 43.00



4200 West Cypress Street
Suite 450
Tampa, FL 33607
813.207.7200 phone
813.207.7201 fax

esassoc.com

October 26, 2020

Mr. Paul P. Piro, P.E.
Kimley-Horn and Associates, Inc.
655 North Franklin Street
Suite 150, Tampa FL 33602

RE: St. Pete-Clearwater International Airport - Professional Engineering Services
Contract No. 190-0486-CN (SS)

Dear Mr. Piro:

This letter is to attest that the attached "Exhibit A" represents our firm's revised Schedule of Rate Values based on Pinellas County's October 23, 2020 request for a reduction in our Senior Principal Consultant I, II, and III rates. We are proposing to cap the rates for these three categories at the next lowest rate category which is \$275.00. As before, these hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Sincerely,

A handwritten signature in black ink that reads 'Julie Sullivan'. The signature is written in a cursive, flowing style.

Julie Sullivan
Vice President
Environmental Science Associates (ESA)

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



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

20525 Amberfield Drive, Suite 201
Land O' Lakes, FL 34638
800.532.1047
www.fldesign.com

October 26, 2020

Paul Piro, P.E.
Kimley-Horn & Associates, Inc.
655 North Franklin Street, Suite 150
Tampa FL 33602

Subject: PIE On-Call Services

Dear Mr. Piro:

Florida Design Consultants, Inc. (FDC) is pleased to again work with Kimley-Horn. We are committed to the contract and look forward to providing hydrologic/hydraulic design, environmental permitting, and stormwater pollution protection plans (training and documentation as necessary).

The attached Exhibit A represents our firm's Schedule of Rate Values (revised to remove Expert Witness Services). Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Sincerely,

A handwritten signature in blue ink that reads "Colin Miller". The signature is fluid and cursive.

Colin Miller, P.E.
Sr. Project Manager/Drainage

Enclosure: Exhibit A – Florida Design Consultants, Inc. (FDC) Schedule of Rates for proposed services.

c: File 2019-0033-00.01

c:\users\ctmiller\desktop\piro-pie-on-call services.docx



FLORIDA DESIGN
CONSULTANTS, INC.
— THINK IT. ACHIEVE IT. —

EXHIBIT "A" - Schedule of Rates

PROJECT HOURLY RATES

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Principal	\$190.00
Sr. Project Manager	\$165.00
Project Manager	\$130.00
Project Engineer	\$120.00
Sr. Field Representative	\$105.00
Field Representative	\$85.00
Sr. Designer	\$110.00
Designer	\$90.00
GIS Technician	\$90.00
AutoCAD Tech	\$90.00
Clerical	\$45.00

EXPERT WITNESS HOURLY RATES

<u>CLASSIFICATION</u>	<u>BILLABLE RATE</u>
Engineer	EXCLUDED

**** Rates in effect through 12/31/2020 ****



October 27, 2020

Paul P. Piro, P.E.
Kimley-Horn
655 North Franklin Street, Suite 150
Tampa FL 33602

Re: Cover letter for Woolpert Rate Table

Dear Paul,

The attached Exhibit A represents Woolpert's Revised Schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Please let me know if you have any questions or comments.


Sincerely,

Woolpert, Inc.

Paul F. Akers
Senior Associate

Woolpert, Inc.
4454 Idea Center Boulevard
Dayton, OH 45430-1500
937.461.5660

Exhibit A

 WOOLPERT		WOOLPERT, INC.
SUMMARY & DIRECT COSTS		
Labor / Job Classification	Loaded Hourly Rate	
Senior Principle (SR. VP)		\$270
Principle (VP)		\$260
Senior Project Manager (PE/PSM +20 years)		\$240
Survey Project Manager (PE/PSM +4 years)		\$180
Licensed Engineer		\$165
Licensed Survey Manager		\$154
Senior Survey Technician		\$95
CADD Technician		\$106
Researcher		\$96
Survey Field Manager		\$132
1 Person Survey Crew		\$88
2 Person Survey Crew		\$146
3 Person Survey Crew		\$185
Senior Survey Crew Chief		\$94
Instrument Operator		\$87
Rodperson		\$62
Scanner Field Technician		\$85
Administrative		\$84
Photogrammetry Manager		\$128
Senior Photogrammetrist		\$115
Photogrammetrist		\$104
Stereo Team Leader		\$121
Lidar Specialist		\$129
Remote Sensing Specialist		\$105
Aerial Photo/Digital Sensor Pilot		\$124
Aerial Photo/Digital Sensor Operator		\$95
SUE Field Manager		\$134
SUE Technician		\$74
2 Person SUE Crew		\$128
SUE Crew Chief		\$92
SUE Survey Technician		\$63
SUE Field Technician		\$62

Specialized Equipment:		
Classification	Rate Type	Rate
Survey Vehicle Charge	Day Rate	\$85
Survey Equipment Commodity Charge	Hourly	\$7
Aircraft Turbine Twin	Hourly	\$1,300
Aircraft Piston Twin	Hourly	\$700
Sensor Terrain Mapper LiDAR	Hourly	\$2,600
Sensor ADS Camera	Hourly	\$1,000
Sensor A3 Camera	Hourly	\$2,200
Inspection Camera (INSPCAM)	Hourly	\$10
3D Laser Scanner (3DL)	Hourly	\$20
Ground Penetrating Radar	Hourly	\$10
RTK GPS Base & Rover (RTK)	Day Rate	\$35
Robotic Total Station (GTS)	Day Rate	\$48
RTD or Static GPS Rovers (PIXR or SSR)	Day Rate	\$32
RTK GPS Rover (RTK-R)	Day Rate	\$15
UAS Systems	Day Rate	\$500
Mobile Mapping System (MMS)	Day Rate	\$2,500
Pole Camera	Day Rate	\$25
Smoke Blower	Day Rate	\$25
Dye Plugs	Day Rate	\$40
SL RAT	Day Rate	\$50
PVM (Portable Velocity Meter)	Day Rate	\$20
Vacuum System (VAC)* New Charge	Day Rate	\$500
Vacuum System (VAC2)* Legacy Project Charge	Day Rate	\$254
CCTV2 System* Legacy Project Charge	Day Rate	\$154
CCTV System* New Charge	Day Rate	\$300
CCTV/VAC Combined*	Day Rate	\$800
GoPro Hero 5 Camera	Day Rate	\$39
Sontek FlowTracker	Day Rate	\$150
Sontek M9	Day Rate	\$500
Sontek S5	Day Rate	\$500
Datalogger w/modem (CR800)	Monthly Charge	\$170
Datalogger w/modem (CR300)	Monthly Charge	\$100
Automatic Sampler (Isco)	Monthly Charge	\$420
Sampler Enclosure (job box)	Monthly Charge	\$135
Rain Gage (Hydro Services)	Monthly Charge	\$100
Envirosight Quick View AirHD Pole Camera	Day Rate	\$48



October 26, 2020

Mr. Paul Piro, P.E.
Kimley-Horn and Associates, Inc.
655 North Franklin Street, Suite 150
Tampa, FL 33602

RE: Schedule of Rate Values for St. Pete-Clearwater International Airport-Professional Engineering Services (190-0486-CN-SS)

Mr. Piro,

The attached Exhibit A represents our firm's Schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Sincerely,
Hyatt Survey Services, Inc.

A handwritten signature in blue ink that reads "Pamela A. Hyatt".

Pamela A. Hyatt, PSM
President

Encl.: Hourly Rate Sheet



"EXHIBIT A"

**HYATT SURVEY SERVICES, INC.
RATE SCHEDULE**

<u>BILLING UNIT</u>	<u>HOURLY RATE</u>
----------------------------	---------------------------

Field Crews:

Field Survey Crew: (1 Person)	\$ 110.00
Field Survey Crew: (2 Person)	\$ 145.00
Field Survey Crew: (3 Person)	\$ 180.00

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:

Single Beam Surveys:	\$ 1,600.00/day
Multi Beam Surveys:	\$ 2,200.00/day

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8-hour day.

Office:

Survey Technician	\$ 110.00
Professional Surveyor & Mapper	\$ 145.00
Senior Professional Surveyor & Mapper	\$ 175.00

Administrative Assistant:	\$ 60.00
----------------------------------	-----------------

Additional Equipment:

Marshmaster: (w/o operator)	\$ 500.00/day
Airboat: (w/o operator)	\$ 450.00/day
4WD ATV/UTV:	\$ 100.00/day



EXHIBIT A

Date: October 24, 2020
Reference: St. Pete-Clearwater International Airport - Professional Engineering Services
190-0486-CN (SS)

Schedule of Rate Values	
Job Classification	Fully Loaded Hourly Rate
Project Manager	\$163.00
Senior Surveyor	\$172.00
Project Surveyor	\$126.00
Survey/SUE/CADD Technician	\$76.00
SUE Field Crew Supervisor	\$130.00
SUE Technician 3	\$65.00
SUE Technician 1	\$41.00
Survey Party Chief	\$77.00
Survey Technician 3	\$61.00
Survey Technician 1	\$40.00
SUE Designating/Locating Crew (2-Person)	\$166.00
SUE Designating/Locating Crew (3-Person)	\$189.00
Survey Crew (3-Person)	\$178.00
Survey Crew (4-Person)	\$218.00

The above billing rates are fully loaded (burdened) rates shall remain fixed for the duration. The above rates include all labor, direct/indirect overhead, margins/profit, salary escalations, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel expenses outside of the Tampa Bay Metropolitan Statistical Area shall be reimbursed in accordance with Florida Statutes.

Name Jeraldo Comellas, Jr., PE
Title President

10/24/2020

Date

TIERRA

August 18, 2020

Kimley-Horn and Associates (KHA)
655 North Franklin Street
Suite 150
Tampa, FL 33602
Attn: Mr. Paul P. Piro, P.E.

**RE: Schedule of Rate Values for Pinellas County
St. Pete-Clearwater International Airport
Professional Engineering Services
Contract No. 190-0486-CN (SS)
Pinellas County, Florida
Tierra Project No.: 6511-20-185**

Mr. Piro:

Thank you for the opportunity to join your team for the St. Pete-Clearwater International Airport Professional Engineering Services contract.

Please find attached Tierra's Exhibit A, which represents our firm's Schedule of Rate Values 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.



Henri V. Jean, P.E.
Principal Geotechnical Engineer

Item Description	Unit	Unit Price
Geotechnical Field Investigation		
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.00
402-Geo Auger Borings- Track	LF	\$ 12.00
403-Geo Backhoe (Owned)	Day	\$ 600.00
405-Geo Barge (Owned)	Day	\$ 2,500.00
407-Geo Chainsaw (Owned)	Day	\$ 28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00
416-Geo Dozer (Owned)	Day	\$ 800.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00
531-Geo Truck/Mudbug Drill Rig and Crew (2-Person)	Hour	\$ 135.00
Site Clearing to Access Boring or Test Locations	Hour	\$ 210.00
532-Geo Truck/Mudbug Drill Rig and Crew (3-Person)	Hour	\$ 185.00
421-Geo Dynamic Pile Testing/Pile Driving Analysis	Day	\$ 1,700.00
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
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
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 310.00
434-Geo Ground Penetrating Radar (GPR)	Hour	\$ 350.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.00
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.00
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$ 5.00
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$ 7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$ 10.00
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$ 14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.00
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.00
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 18.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 28.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 52.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 68.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 85.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
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

Item Description	Unit	Unit Price
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.00
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 SPT Truck 0-50 Ft	LF	\$ 12.00
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	\$ 15.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.00
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$ 42.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.00
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
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$ 8.00
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$ 10.00
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$ 12.00
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$ 15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.00
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	\$ 17.00
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$ 22.00
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
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
523-Geo Vibration & Noise Monitoring	Day	\$ 900.00
524-Geo Vibration Monitoring	Day	\$ 1,000.00
525-Geo Well Development	Hour	\$ 140.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,500.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$ 3,250.00
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 410.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00
615-Mobilization Pile Driving Analyzer Equipment	Each	\$ 345.00
618.1-Geo Support Safety Boat	Day	\$ 500.00
618-Geo Mobilization Support Boat	Each	\$ 500.00
619-Geo Mobilization Tri-Pod	Each	\$ 1,250.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 1,080.00
701-MOT Attenuator Truck	Hour	\$ 340.00

Item Description	Unit	Unit Price
702-MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 5.00
706-MOT Portable Sign	Each	\$ 30.00
708-MOT Provide Channelizing Devices - Cone	Each	\$ 5.00
710-MOT Shadow Vhcle w/ Adv. Warning Arrow & Attenuator	Hour	\$ 280.00
712-MOT Support Vehicle	Hour	\$ 155.00
Drilling Permit Costs IE DEP	Each	\$ 250.00
Geotechnical Laboratory Testing		
101-Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 100.00
102-Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 45.00
103-Aggregate Shell Content of Coarse Aggregate FM 5-555	Test	\$ 60.00
104-Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 60.00
105-Aggregate Soundness AASHTO T104	Test	\$ 300.00
106-Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 88.00
107-Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 35.00
108-Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 55.00
109-Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 89.00
200-Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 50.00
201-Asphalt Content FM 5-563	Test	\$ 145.00
204-Asphalt Gradation FM 1-T030	Test	\$ 75.00
206-Asphalt Los Angeles (LA) Abrasion Coarse Agg FM 3-C535	Test	\$ 310.00
207-Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 297.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$ 110.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$ 580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Test	\$ 50.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 305.00
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
811-Soils Liquid Limit (AASHTO T 89)	Test	\$ 60.00
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00
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
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$ 225.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$ 225.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$ 35.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$ 70.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$ 115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$ 111.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$ 46.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$ 110.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00

Item Description	Unit	Unit Price
Contamination Test Units		
EDR Report	Each	\$ 500.00
Organic Vapor Analyzer (OVA)	Day	\$ 150.00
Handheld GPS	Per Day	\$ 80.00
Field Sampling Kit (soil)	Each	\$ 75.00
Field Sampling Survey Kit (water)	Each	\$ 75.00
Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$ 11.00
BTEX and MTBE (Method 8260)	Each	\$ 65.00
Organochlorine Pesticides (Method 8081)	Each	\$ 100.00
Organophosphorous Pesticides (Method 8141)	Each	\$ 125.00
Chlorinated Herbicides (Method 8151)	Each	\$ 100.00
Volatile Organics (Method 8260)	Each	\$ 95.00
Volatile Organics BTEX/MTBE(Method 8260)	Each	\$ 60.00
Semi-Volatiles (Method 8270)	Each	\$ 200.00
Polycyclic Aromatic Hydrocarbons (Method 8270)	Each	\$ 100.00
TPH Method FL-Pro	Each	\$ 65.00
RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00
RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00
Mercury Individual (Method 6010/7471)	Each	\$ 25.00
Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00
Arsenic (Method 6010/7471)	Each	\$ 9.00
SPLP/TCLP Metals	Each	\$ 198.00
Asbestos Samples	Each	\$ 15.00
Polychlorinated Biphenals (8082)	Each	\$ 75.00
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$ 250.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$ 200.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$ 275.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$ 225.00
300-Concrete Beam Flexural Testing ASTM C78	Test	\$ 50.00
301-Concrete Compressive Strength of Grout / Mortar ASTM C109	Test	\$ 40.00
302-Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 40.00
303-Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 40.00
305-Concrete Pavement Coring - 4" Dia	Each	\$ 200.00
306-Concrete Pavement Coring - 6" Dia	Each	\$ 225.00
603-Mobilization Asphalt Coring equipment	Each	\$ 300.00
606-Mobilization Concrete Coring	Each	\$ 300.00
Engineering and Technical Support Services		
MAT Chief Engineer	Hour	\$ 219.00
Chief Scientist	Hour	\$ 175.00
MAT Engineer	Hour	\$ 138.00
MAT Engineering Intern	Hour	\$ 98.00
MAT Engineering Technician	Hour	\$ 84.00
MAT Principal Engineer	Hour	\$ 219.00
MAT Secretary / Clerical	Hour	\$ 77.00
MAT Senior Engineer	Hour	\$ 193.00
MAT Senior Engineering Technician	Hour	\$ 102.00
Senior Designer	Hour	\$ 123.00
Senior Scientist	Hour	\$ 147.00



November 16, 2020

Mr. Paul P. Piro, P.E.

Kimley-Horn

655 North Franklin Street, Suite 150
Tampa FL 33602

**Reference: Schedule of Rate Values for Contract No. 190-0486-CN (SS)
 St. Pete-Clearwater International Airport - Professional Engineering Services**

Dear Mr. Piro:

We are pleased to be on the Kimley Horn team for the above referenced Professional Engineering Services contract for the St. Pete-Clearwater International Airport. The attached Exhibit A represents our firm's Schedule of Rate Values based on our role to provide construction management services including resident engineering and inspection during construction, Davis-Bacon Act verification and field interviews.

Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is inclusive of all labor, direct/indirect overhead, margins/profit, and customary expenses such as mobile communication, postage, express delivery, construction supplies, printing and travel within the Tampa Bay Metropolitan Statistical Area. Our firm will apply these hourly rates throughout the duration of this contract. It is our understanding that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Should you have any questions or need us to provide rates for additional categories, please advise.

Yours very truly,

Monty Gettys
President



Exhibit A
Schedule of Rate Values
Montgomery Consulting Group, Inc.

<u>Classification</u>	<u>Straight-Time Loaded Hourly Rate</u>
Contract Administrator	\$ 112.00
Document Control Specialist	\$ 67.00
Construction Inspector 1*	\$ 82.00
Construction Inspector 2*	\$ 102.00
Construction Inspector 3*	\$ 129.00
Senior Construction Inspector*	\$ 149.00

- Travel Expenses (lodging, per diem, mileage): In accordance with Florida Statutes
- If trailer needed for inspector(s), assume contractor would provide complete with power/internet service/restroom facilities
- * Straight-time loaded hourly rates include Inspector's Vehicle Expense

Construction Surveying and Materials Testing not included in services.



October 28, 2020

31 Blue Heron Drive
Greenwood Village, Colorado 80121
(303) 773-6761 • Fax (303) 773-6709

Paul P. Piro, P.E.
Kimley -Horn
655 North Franklin Street, Suite 150
Tampa, FL 33602

Sent via Email to Paul.Piro@kimley-horn.com

Dear Mr. Piro,

Attached is our Exhibit A with our firms Schedule of Rate Values. The Attached Exhibit A represents our firm's schedule of Rate Values. Each classification is assigned a corresponding hourly rate. These hourly rates are fully loaded (burdened). Each hourly rate is 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. Our firm apply these hourly rates throughout the duration of this contract. *Please note that the Financial Principal Rate has been reduced per the County's request.* It is our understanding that travel from outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

Sincerely,

Lynn Leibowitz

Lynn Leibowitz, President

REVISED EXHIBIT A
SCHEDULE OF HOURLY RATES
10/28/2020

	<u>Rate per hour</u>
Financial Principal	\$270
Finance Manager	248

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.