

***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: Brownfield Environmental Assessment and Remediation  
Professional Consulting Services**

**RFP CONTRACT NO. 21-0443-CN (SS)**

**CONTINUING FIRM: Terracon Consultants, Inc.**

# PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL BROWNFIELD ENVIRONMENTAL  
ASSESSMENT AND REMEDIATION SERVICES FOR  
Public Works 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 Terracon Consultants, Inc., with offices in Tampa, FL hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires **PROFESSIONAL ENVIRONMENTAL SERVICES** associated with brownfield environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL BROWNFIELD ENVIRONMENTAL ASSESSMENT AND REMEDIATION SERVICES requisite to the management needs of the COUNTY Public Works Department, and

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

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

**SECTION 2  
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS**

**2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES**

Provide brownfield and environmental site assessment, remediation plans, testing and related services in accordance with Federal and State regulations, rules and guidance on an assignment-by-assignment basis for the County.

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

The minimum amount for individual work assignments issued under this agreement will be for an amount of not less than \$50,000.00. No work assignment will be issued under the \$50,000.00 threshold amount.

**2.3 CONSULTING RESPONSIBILITIES**

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

- 2.5.1 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.

- 2.5.2 The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

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

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

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

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least one (1) year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

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

**SECTION 3  
SERVICES TO BE FURNISHED BY THE CONSULTANT**

**3.1 SERVICES**

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD 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.
  - 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, Environmental Assessment and Remediation 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 Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

**3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED**

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

**SECTION 4  
PERFORMANCE SCHEDULES**

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

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

Each individual Work Assignment issued to the CONSULTANT must have at least a ten percent (10%) financial commitment to a certified Pinellas County Small Business Enterprise subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

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

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 eight hundred thousand dollars \$800,000.00. 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.

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. See Section C Insurance Requirements – Attached.

### **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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> 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:

PINELLAS COUNTY, by and through its Board of County Commissioners

By:   
Print Name: Craig M. Anstett  
Title: Vice President Date: 11/8/2021

By: \_\_\_\_\_  
Chairman Date: \_\_\_\_\_

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk Date: \_\_\_\_\_

**APPROVED AS TO FORM**

By: Jacina Parson  
Office of the County Attorney

<b>EXHIBIT A – SCOPE OF WORK</b>
----------------------------------

**Proposal Title: Brownfield Environmental Assessment and Remediation – Professional Consultant Services****Proposal Number: 21-0443-CN (SS)****A. OBJECTIVE:**

The Board of County Commissioners of Pinellas County is seeking qualified consultants to provide professional environmental and engineering services to the Public Works Department for Environmental Assessment and Remediation of contaminated properties. The County has ongoing Brownfields, Right of Way (ROW), site evaluations and other environmental cleanup projects including on-call assessment and investigation during active construction projects that require expertise in assessment and environmental disciplines and supporting services.

**B. BACKGROUND:**

Pinellas County owns properties with real or perceived environmental contamination which require assessment, evaluation, and remediation under various applicable Florida Department of Environmental Protection and United States Environmental Protection Agency (USEPA) standards (<https://www.epa.gov/laws-regulations>). Additionally, Pinellas County occasionally encounters contamination from unknown sources during construction which require assessment and remediation/disposal.

**C. SCOPE OF WORK:**

Consultants will be required to provide environmental site assessment, remediation plans, testing and related services in accordance with Federal and State regulations, rules and guidance on an assignment-by-assignment basis for the County.

Work assignments may include but are not limited to the following:

1. Phase I and II Environmental Site Assessments
2. Contamination Screening Evaluation Reports
3. Contamination Assessment Plans
4. Asbestos and Lead-based Paint Surveys
5. Surface Water, Groundwater, and Soil Investigations
6. Development of Quality Assurance Project Plans
7. Geotechnical Investigations
8. Surface Stormwater Evaluations
9. Site Surveys
10. Remedial Investigation
11. Environmental Permitting (National Pollutant Discharge Elimination System, (NPDE) Environmental Resource Permits (ERP), etc.)
12. Preparation of FDEP Brownfields Documents (Voluntary Cleanup Tax Credits (VCTC) applications, Brownfield Site Rehabilitation Agreements (BSRA's), Brownfields Designations)
13. Representation at Meetings with Federal and State Regulators
14. Excavate, transport, and dispose of any contaminated material in accordance with all local, State, and Federal ordinances, rules, regulations, and laws. Vendor shall perform all analytical testing required to dispose of contaminated materials, as well as facilitating the disposal of the material.
15. On call and rapid/emergency response for contamination assessment and remediation discovered during all phases of county projects.
16. Experience with investigation and assessment of PFAS in groundwater and soil.

**D. ATTACHMENTS:**

1. Attachment A: Small Business Enterprise (SBE) Status Form
2. Sample Agreement



**Exhibit B - Schedule of Services and Fees  
Pinellas County Brownfield Environmental Assessment and Remediation  
21-0443-CN (SS)**

**I. PERSONNEL**

Senior Principal .....	\$200.00/hour
Principal .....	190.00/hour
Senior Project Engineer .....	190.00/hour
Florida Licensed Asbestos Consultant (FLAC) .....	185.00/hour
Senior Project Scientist .....	176.00/hour
Program Manager .....	176.00/hour
Senior Project Geologist.....	176.00/hour
Senior Project Manager II.....	176.00/hour
Senior Project Manager I.....	144.00/hour
Certified Industrial Hygienist (CIH) .....	170.00/hour
Project Engineer II.....	154.00/hour
Project Geologist II.....	138.00/hour
Project Scientist II.....	125.00/hour
Project Engineer I.....	138.00/hour
Project Geologist I.....	125.00/hour
Project Scientist I.....	106.00/hour
Project Manager.....	114.00/hour
Field Project Manager .....	101.00/hour
Senior Staff Engineer .....	125.00/hour
Senior Staff Geologist .....	106.00/hour
Senior Staff Scientist.....	100.00/hour
Staff Engineer .....	106.00/hour
Staff Geologist.....	100.00/hour
Staff Scientist .....	92.00/hour
Field Engineer .....	95.00/hour
Field Geologist .....	92.00/hour
Field Scientist .....	85.00/hour
Senior IH Technician.....	100.00/hour
Environmental Technician .....	80.00/hour
Drafts Person/CAD Operator.....	78.00/hour
Clerical/Administrative Staff.....	65.00/hour

*NOTE: Deposition or court testimony at a minimum of 1.75 times regular rate - minimum of \$200.00/hour*

**II. EXPENSES AND SUPPLIES**

Miscellaneous charges, including analytical laboratory tests, shipping charges, rental equipment, outside labor, materials, permit fees or other contracted services - Reimbursable at cost



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**GEOTECHNICAL & ENVIRONMENTAL  
DRILLING AND GEOPHYSICAL  
SERVICES BILLING RATES FOR THE  
BROWNFIELD ENVIRONMENTAL  
ASSESSMENT AND REMEDIATION RFQ**

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**GEOTECHNICAL EXPLORATION SERVICES**

**PROPOSAL NUMBER: G22109009-22109022**

**TERRACON - Pinellas County Brownfield Environmental Assessment and Remediation RFQ**

<b>MOBILIZATION</b>			
Equipment/Crew Mobilization/demobilization (up to 75 miles round trip)		Per Rig	\$367.50
<b>STARNDARD GEOTECHNICAL DRILLING - SOIL</b>			
<b>Standard Penetration Test Borings - ASTM 1586</b> <i>(Continuous sampling to 10ft and at 5ft intervals thereafter)</i>			
0' - 50'		per foot	\$11.55
50' - 100'		per foot	\$13.13
100' - 150'		per foot	\$15.75
<b>Auger Drilling Solid (Hollow Stem upon request) (cuttings sample, &lt; 50 blow count) - ASTM 4700</b>			
0' - 50'		per foot	\$10.50
<b>Hand Auger Drilling (cuttings sample, &lt; 50 blow count) - ASTM 4700</b>			
<i>Shallow -Soils</i>	<b>10ft deep max.</b>	each	\$105.00
<b>Rotary Wash Borings soil (cuttings sample) up to 3 inches &lt; 50 blow count)</b>			
0' - 50'		per foot	\$9.45
50' - 100'		per foot	\$10.50
100' - 150'		per foot	\$14.70
<b>Temporary Casing</b>			
0' - 50'		per foot	\$6.30
50' - 100'		per foot	\$8.40
100' - 150'		per foot	
<b>Permanent Casing</b>			
3 inch - 4 inch diameter		Quoted on request	
5 inch - 6 inch diameter		Quoted on request	
<b>STARNDARD GEOTECHNICAL DRILLING - ROCK</b>			
<b>Rotary Wash Boring Rock (cuttings sample) up to 3 inches &gt; 50 blow count</b>			
0' - 50'		per foot	\$18.90
50' - 100'		per foot	\$19.95
100' - 150'		per foot	\$21.00
<b>Rock Coring NQ (1.87 inches diameter core)</b>			
0' - 50'		per foot	\$33.60
50' - 100'		per foot	\$35.70
100' - 150'		per foot	\$39.90
<b>Rock Coring HQ (2.5 inches diameter core)</b>			
0' - 50'		per foot	\$37.80
50' - 100'		per foot	\$42.00
100' - 150'		per foot	\$45.15
<b>DIRECT PUSH GEOTECHNICAL DRILLING</b>			
<b>DPT - Continuous and Undisturbed Sampling - ASTM 6282</b>			
<i>Half day rate - up to 4hr on field</i>		per each	\$1,365.00
<i>Complete day rate - up to 8hr on field</i>		per each	\$1,680.00
<b>SAMPLING &amp; TESTING</b>			
<b>Additional Split Spoon Samples</b>			
0' - 50'		per each	\$31.50
50' - 100'		per each	\$39.90
100' - 150'		per each	\$46.20
<b>Undisturbed Thin-Walled sampling (Shelby Tube)</b>			
0' - 50'		per sample	\$147.00
50' - 100'		per sample	\$173.25
100' - 150'		per sample	\$194.25
<b>Ground Water Discrete Samples using Direct Push Technology</b>			
<i>Half day rate - up to 4hr on field</i>		per each	\$1,575.00
<i>Complete day rate - up to 8hr on field</i>		per each	\$1,890.00

continue next page



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**GEOTECHNICAL EXPLORATION SERVICES**

PROPOSAL NUMBER: G22109009-22109022

**TERRACON - Pinellas County Brownfield Environmental Assessment and Remediation RFQ**

<b>BOREHOLE PLUG AND SEAL</b>				
<b>&lt; 4 inches borehole diameter- Bentonite pellets</b>				
0' - 50'			per foot	\$4.73
50' - 125'			per foot	\$6.83
<b>&lt; 4 inches borehole diameter- Grout</b>				
0' - 50'			per foot	\$6.30
50' - 125'			per foot	\$8.93
<b>INSTRUMENTATION INSTALLATION</b>				
<b>1 inch Piezometer for GWL</b>				
0' - 50'			<i>Add to drilling rates</i>	per foot \$21.00
51' - 125'			<i>Add to drilling rates</i>	per foot \$26.50
<b>2 inch Piezometer for GWL</b>				
0' - 50'			<i>Add to drilling rates</i>	per foot \$26.25
51' - 125'			<i>Add to drilling rates</i>	per foot \$31.50
<b>INCLINOMETER CASING</b>				
0' - 125'			<i>Add to drilling rates</i>	Quoted on request
<b>Concrete Pads and Covers</b>				
2"x2"x4" pad with 8" Flush metal cover			each	\$278.25
Donut pad with 8" Flush metal cover			each	\$278.25
2"x2"x4" pad with stick up metal cover			each	\$278.25
<b>OTHER CHARGES</b>				
Standby Time (Delays, Clearing, Site Restoration, Access, etc.)			hour	\$294.00
Concrete/Asphalt coring- up to 4"			each	\$63.00
Site Restoration (if needed)			hour	\$294.00
Permitting			Actual cost	TBD

**Ambient Technologies, Inc. & Subsidiaries    ATI Companies, LLC – Drilling    GeoView, Inc. – Geophysics**  
**ATI Energia, LLC – Solar Energy    ATI Panamericana, S.A.**  
 Headquarters: 4610 Central Avenue, St. Petersburg, FL 33711    Ph.: (727) 328-0268    Fax: (727) 328-2477  
[info@ambienttech.com](mailto:info@ambienttech.com)    [www.ambienttech.com](http://www.ambienttech.com)  
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**ENVIRONMENTAL DRILLING RATES**

Proposal Number: G22109009-22109022

**TERRACON - Pinellas County Brownfield Environmental Assessment and Remediation RFQ**

• General baseline fee schedule (most common items). It may be adjusted depending on SOW and requirements.

**Client is responsible for any ROW or access permits and MOT for the work to be performed, if needed.**

DRILLING ACTIVITIES			
Direct Push Rig Daily Rate - (maximum 10 hours)	whole day		\$1,680.00
Direct Push Rig Half-Day Rate <sup>1</sup> - (maximum 5 hours)	half day		\$1,365.00
Prepack Well Screen (includes all materials) Length 5ft ID <u>  1  </u> "	each		\$81.90
PVC Well Screen (includes all materials) Length 2ft ID <u>  1  </u> "	each		\$29.40
PVC Well Screen (includes all materials) Length 5ft ID <u>  1  </u> "	each		\$29.40
PVC Well Screen (includes all materials) Length 10ft ID <u>  1  </u> "	each		\$33.60
Well Riser (includes all materials) ID-1" 5' Length	each		\$26.25
Well Riser (includes all materials) ID-1" 10' Length	each		\$29.40
Prepack Well Screen (includes all materials) Length 5ft ID <u>  1.5  </u> "	each		\$105.00
PVC Well Screen (includes all materials) Length 5ft ID <u>  1.5  </u> "	each		\$31.50
PVC Well Screen (includes all materials) Length 10ft ID <u>  1.5  </u> "	each		\$36.75
Well Riser (includes all materials) ID-1.5" 5' Length	each		\$29.40
Well Riser (includes all materials) ID-1.5" 10' Length	each		\$31.50
Prepack Well Screen (includes all materials) Length 5ft ID <u>  2  </u> "	each		\$131.25
PVC Well Screen (includes all materials) Length 2ft ID <u>  2  </u> "	each		\$33.60
PVC Well Screen (includes all materials) Length 5ft ID <u>  2  </u> "	each		\$36.75
PVC Well Screen (includes all materials) Length 10ft ID <u>  2  </u> "	each		\$39.90
Well Riser (includes all materials) ID-2" 5' Length	each		\$31.50
Well Riser (includes all materials) ID-2" 10' Length	each		\$36.75
Monitoring Well Completion-HSA (incl. sand pack, seal, pad/MHC, development, locking cap)	per well		\$173.25
Monitoring Well Completion-DPT (incl. sand pack, seal, pad/MHC, development, locking cap)	per well		\$141.75
Monitoring Well Completion-Temp (incl. sand pack, seal, development, locking cap, abandon)	per well		\$115.50
Aluminum stand up cover- Material Only. To add on well completion line items	each		\$472.50
Bollard installation- 3 per set	each		\$472.50
Bollard installation- 4 per set	each		\$360.00
Open, Plug/resurface borehole- SB	each		\$26.25
Open, Plug/resurface borehole- GW	each		\$36.75
ABANDONMENT			
MW abandonment- 1" or 2" grout/plug	ft.		\$6.83
MW abandonment- 4" grout/plug	ft.		\$12.60
MW abandonment- 6" grout/plug	ft.		\$18.90
Pad and cover- Removal and disposal and resurfacing	each		\$131.24
Bollard removal- 3 point bollard	each		\$367.50
2x2 road box: Removal, disposal and resurfacing	each		\$682.50
DRILLING DOUBLE CASED WELL			
Surface casing ID-4" 5' length	each		\$78.75
Surface casing ID-6" 5' length	each		\$99.75
Monitoring Well Completion 4" (includes sand pack, seal, pad/MHC, development, locking cap)	per well		\$231.00
Monitoring Well Completion 6" (includes sand pack, seal, pad/MHC, development, locking cap)	per well		\$278.25
SAFETY			
Borehole clearance using geophysics (GPR and Electronics) no map- up to 4hrs on site	LS		\$945.00
Borehole clearance using geophysics (GPR and Electronics) no map- up to 8hrs on site	LS		\$1,575.00
Vacuum/Soft digging/Air knife- Up to 4hrs on site	LS		\$1,365.00
Vacuum/Soft digging/Air knife- Up to 8hrs on site	LS		\$1,732.50
MISCELLANEOUS			
Mobilization (one rig) Miles round trip:	round trip		\$630.00
Daily travel- Automatic when travel distances are 100 to 150 miles round trip	day		\$52.50
Per Diem - Automatic when field work is longer than 9hr/day or round trip over 150 miles	per crew/night		\$346.50
DOT Approved 55-gal Drum	each		\$73.50
Special Order Closed Top Drums	each		\$99.75
Permits <sup>2</sup> (Drilling and abandonment only; cost according to WMD & Local Municipalities)	each		TBD
Pre-drilling on site meeting-	each		\$210.00
Pre-drilling conference call- 30 minutes	each		\$78.75
Extra hour rate <sup>5</sup>	hour		\$183.75
Use of a concrete saw or concrete core bit -To open asphalt or concrete for SB/MW	each		\$63.00



**Geophysical Services Rates**

**Proposal Number: G22109009-22109022**

**TERRACON - Pinellas County Brownfield Environmental Assessment and Remediation RFQ**

Geophysical Equipment (Land-Based)	Equipment Type	Unit of Measurement	Price Per Unit
GPR System w/ 1 Antenna	Mala or GSSI	Per Day	\$183.86
GPR System w/ 2 or more Antenna	Mala or GSSI	Per Day	\$232.53
Geode 24-Channel Seismic System with Geophones	Geometrics	Per Day	\$270.38
Geode 48-Channel Seismic System with Geophones	Geometrics	Per Day	\$297.42
Ballard Crosshole Seismic System	Ballard	Per Day	\$270.38
Electromagnetics (EM-31 MK2)	Geonics	Per Day	\$135.19
Electromagnetics (EM-34)	Geonics	Per Day	\$135.19
Electromagnetics (EM-61 MK2)-TDEM	Geonics	Per Day	\$135.19
Magnetometer (Cesium Vapor 858)	Geometrics	Per Day	\$135.79
R8 56-Channel Electrical Resistivity Imaging System	AGI	Per Day	\$378.53
R8 112-Channel Electrical Resistivity Imaging System	AGI	Per Day	\$648.90
DC Resistivity Testing System (large)	AGI	Per Day	\$216.30
DC Resistivity Testing System (small)	L&R	Per Day	\$81.12
Pile Integrity Tester	Pile Dynamics	Per Day	\$135.19
Metal Detector	Schoenstedt	Per Day	\$21.63
Sonic Cross-Hole Logging System	Olson Instruments	Per Day	\$324.45
Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	Per Day	\$162.23
Ultra-Sonic Pulse Velocity System	Olson Instruments	Per Day	\$162.23
Slab Impulse Response System	Olson Instruments	Per Day	\$162.23
Electronic Utility Locator	RadioDetection	Per Day	\$54.08
EM Rebar Detector	Profometer	Per Day	\$37.86
Vacuum Excavation System w/ Compressor	Utiliscope VE-75	Per Day	\$432.60
Floor level Survey Equipment	ZIP Level	Per Day	\$27.04
Global Positioning Systems (GeoXH)	Trimble	Per Day	\$81.12
Pipeline Video Inspection-push camera	RadioDetection	Per Day	\$270.38
Infrared Video Camera (T400)	FLIR	Per Day	\$135.19
In-Situ Thermal Conductivity Testing (FTN01)	Huxseflux	Per Day	\$216.30
Concrete Core Drill Press	Makita	Per Day	\$162.23
Hand Push Penetrometer	Humboldt	Per Day	\$21.63
Field Vehicle	Nissan	Per mile	\$0.61
All Terrain Vehicle	Kawasaki (Mule)	Per Day	\$108.15
<b>Geophysical Services (Marine-Based)</b>			
Sub-Bottom Profiler (3200 System with 216 Towfish)	Edgetech	Per Day	\$367.50
Bathymetric Profiler (Echotrac CVM)	Echotrac	Per Day	\$131.25
Edgetech 4200 Sidescan Sonar System	Edgetech	Per Day	\$341.25
Seafloor Systems HydroLite-DFX Dual Frequency Echosounder	Sea Floor Systems	Per Day	\$131.25
Tritech StarFish 990F side scan sonar system	Tritech	Per Day	\$131.25
Geometrics G-882 TVG Marine Magnetometer	Geometrics	Per Day	\$157.50
Pontoon Survey Boat	Wilderness Systems	Per Day	\$131.25
Marine Navigation and Comm Software Package	Hydropac	Per Day	\$131.25
Fresh-Water/Near-Shore Power Boat w/ trailer	Carolina Skiff	Per Day	\$262.50

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**Terracon**

**Pinellas County, FL 2021 Fee Schedule**

**EXHIBIT B**

**Eurofins TestAmerica, Tampa  
6712 Benjamin Road, Suite 100  
Tampa, FL 33634**

**Rhonda Moll, Account Executive**

**p: 305-407-4159**

**Rhonda.Moll@eurofinset.com**

DESCRIPTION	Unit Cost
Soil Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (Multiple Methods)	\$135.50
Water, Gasoline/Kerosene Analytical Group-Table C of Ch. 62-780, F.A.C. (Multiple Methods)	\$196.00
Soil, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C.	\$378.50
Water, Used Oil/Unknown Product Group-Table D of Ch. 62-780, F.A.C.	\$440.00
BTEX + MTBE (EPA 624, EPA 8260)	\$28.00
Volatile Organic Halocarbons, except EDB (EPA 8260)	\$55.00
BTEX + MTBE + VOHs (EPA 601/602, EPA 624, EPA 8260)	\$55.00
Polycyclic Aromatic Hydrocarbons, inc 1-methylnaphthalene + 2-methylnaphthalene (EPA 625, EPA 8270)	\$55.00
EDB [1,2-dibromoethane or ethylene dibromide] (EPA 504.1 or EPA 8011)	\$50.00
Priority Pollutant Volatile Organics (EPA 8260)	\$55.00
Priority Pollutant Extractable Organics-Base Neutral and Acid Extractables (EPA 625, EPA 8270)	\$115.00
Pesticides (EPA 8081)	\$65.00
PCBs [or Aroclors] (EPA 608 or EPA 8082)	\$50.00
TRPHs (FL-PRO)	\$50.00
Soil, TRPH Fractionation (TPHCWG Direct Method)	\$225.00
Single Metal, includes digestion (EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	\$13.00
Additonal Metals (includes digestion)(EPA 200.7, EPA 200.8, EPA 6010 or EPA 6020)	\$6.00
Mercury, Total (EPA 245.1, EPA 6020 or EPA 7470/7471)	\$20.00
RCRA Metal, includes digestion (EPA 200.7/200.8, EPA 6010/6020 & EPA 245.1, EPA 7471/7471)	\$60.00
TAL Metal, includes digestion (EPA 200.7/200.8, EPA 6010/6020 & EPA 245.1, EPA 7471/7471)	\$90.00
Alkalinity [as CaCO3] (EPA 310.2 or SM 2320 B)	\$10.00
Ammonia [as N] (EPA 350.1, SM 4500-NH3 C, SM 4500-NH3 D, SM 4500-NH3 G or SM 4500-NH3 H)	\$12.00
Chloride (EPA 300.0, EPA 9056, SM 4500CI B, SM 4500CI C or SM 4500CI E)	\$12.00
Hardness, Total [as CaCO3] (SM 2340 B or SM 2340 C)	\$10.00
Nitrate [as N] (EPA 300.0 or EPA 353.2)	\$12.00
Nitrate-Nitrite [as N] (EPA 300.0, EPA 353.2, SM 4500-NO3 E or SM 4500-NO3 F)	\$12.00
Nitrite [as N] (EPA 300.0, EPA 300.1, SM 4500-NO2 B or SM 4500-NO3 F)	\$12.00
Water, Organic Carbon, Total (SM 5310 B, SM 5310 C or EPA 9060)	\$19.00
Orthophosphate [as P] (EPA 300.0, EPA 365.1, EPA 365.3, EPA 9056, SM 4500-PE or SM 4500-PF)	\$15.00
Residue-filterable [Total Dissolved Solids] (SM 2540 C)	\$8.00
Residue-nonfilterable [Total Suspended Solids] (SM 2540 D)	\$8.00
Sulfate (EPA 300.0, EPA 9038, EPA 9056 or SM 4500-SO4 C)	\$12.00
Soil, Toxicity Characteristic Leaching Procedure-Extraction Only (EPA 1311)	\$30.00
Soil, Synthetic Precipitation Leaching Procedure-Extraction Only (EPA1312)	\$30.00
Soil, Organic Carbon, Total (EPA 9060 or Walkey-Black)	\$50.00
Moisture (Dry Weight Correction)	\$2.50
PFAS 14-24 compounds	\$220.00
PFAS 25-36 compounds	\$250.00
<b>Line Item Costs</b>	
Safe & Environmental responsible Waste mangement fee (per sample)	\$2.50
Terracore Kit	\$10.00
Encore Sampling Contaienrs for 5035 (per Encore - 3 required)	\$9.00

## Terracon - Pinellas Co Asbestos Pricing

Analysis	TAT	Price	Units
PLM	5 Days	\$5.00	Per Sample
PLM	3 Days	\$6.00	Per Sample
PLM	2 Days	\$6.00	Per Sample
PLM	Next Day (24 hrs)	\$9.00	Per Sample
PLM	Same Day	\$12.00	Per Sample
PLM 400 Pt Count	5 Days	\$22.00	Per Sample
PLM 400 Pt Count	3 Days	\$22.00	Per Sample
PLM 400 Pt Count	2 Days	\$22.00	Per Sample
PLM 400 Pt Count	Next Day (24 hrs)	\$33.00	Per Sample
PLM 400 Pt Count	Same Day	\$44.00	Per Sample
TEM (Chatfield)	5 Days	\$50.00	Per Layer
TEM (Chatfield)	3 Days	\$60.00	Per Layer
TEM (Chatfield)	2 Days	\$60.00	Per Layer
TEM (Chatfield)	Next Day (24 hrs)	N/A	Per Layer
TEM (Chatfield)	Same Day	N/A	Per Layer
Asb in soil (CARB 435 Method)	5 Days	\$122.00	Per Sample
Asb in soil (CARB 435 Method)	3 Days	\$122.00	Per Sample
Asb in soil (CARB 435 Method)	2 Days	\$122.00	Per Sample
Asb in soil (CARB 435 Method)	Next Day (24 hrs)	N/A	Per Sample
Asb in soil (CARB 435 Method)	Same Day	N/A	Per Sample
Vermiculite	5 Days	\$14.00	Per Sample
Vermiculite	3 Days	\$14.00	Per Sample
Vermiculite	2 Days	\$14.00	Per Sample
Vermiculite	Next Day (24 hrs)	\$21.00	Per Sample
Vermiculite	Same Day	\$28.00	Per Sample
Roofing Core	5 Days	\$14.00	Per Sample
Roofing Core	3 Days	\$14.00	Per Sample
Roofing Core	2 Days	\$14.00	Per Sample
Roofing Core	Next Day (24 hrs)	\$21.00	Per Sample
Roofing Core	Same Day	\$28.00	Per Sample

PRIMARY ANALYTICAL TESTS EXHIBIT B

1. Standard Pricing for Terracon Brownfield Environmental Assessment and Remediation

2. Call for special high project price volume in competitive situations as needed

3. Contact your local AE or John Gerken for special pricing assistance.

4. Rush TAT must be pre-scheduled with the local laboratory supporting the work.

5. Any pricing not listed in the attached file will be charge at list rate less 10%



Laboratory Services	Standard TAT (5-7 Business Days)		TAT (4 Business Days) = 1.25X		TAT (3 Business Days) = 1.5X		TAT (2 Business Days) = 1.75X		TAT (1 Business Day) = 2.0X	
	2020	2021 Rate	2020	2021 Rate	2020	2021 Rate	2020	2021 Rate	2020	2021 Rate
<b>Organic Parameters</b>										
BTEX (8021)	\$ 33.00	\$	\$ 41.25	\$	\$ 49.50	\$	\$ 57.75	\$	\$ 66.00	\$
BTEX, GRO (8021/8015)	\$ 33.00	\$	\$ 41.25	\$	\$ 49.50	\$	\$ 57.75	\$	\$ 66.00	\$
BTEX (8260)	\$ 39.00	\$	\$ 48.75	\$	\$ 58.50	\$	\$ 68.25	\$	\$ 78.00	\$
BTEX, MTBE (8260)	\$ 39.00	\$	\$ 48.75	\$	\$ 58.50	\$	\$ 68.25	\$	\$ 78.00	\$
BTEX, NAP, GRO (8260)	\$ 50.00	\$	\$ 62.50	\$	\$ 75.00	\$	\$ 87.50	\$	\$ 100.00	\$
BTEX, MTBE, GRO (8260)	\$ 50.00	\$	\$ 62.50	\$	\$ 75.00	\$	\$ 87.50	\$	\$ 100.00	\$
BTEX, 1,2-DCA & OA1 (8260)	\$ 70.00	\$	\$ 87.50	\$	\$ 105.00	\$	\$ 122.50	\$	\$ 140.00	\$
OXYGENATES (8260)	\$ 70.00	\$	\$ 87.50	\$	\$ 105.00	\$	\$ 122.50	\$	\$ 140.00	\$
MO-RBCA (Gro, BTEX, Naphthalene, Oxy)	\$ 30.00	\$	\$ 37.50	\$	\$ 45.00	\$	\$ 52.50	\$	\$ 60.00	\$
TPH GRO (5030/8015)	\$ 40.00	\$	\$ 50.00	\$	\$ 60.00	\$	\$ 70.00	\$	\$ 80.00	\$
TPH DRO (3550/8015)	\$ 30.00	\$	\$ 37.50	\$	\$ 45.00	\$	\$ 52.50	\$	\$ 60.00	\$
OA1 (8021)	\$ 38.00	\$	\$ 47.50	\$	\$ 57.00	\$	\$ 66.50	\$	\$ 76.00	\$
OA2 (OA2)	\$ 50.00	\$	\$ 62.50	\$	\$ 75.00	\$	\$ 87.50	\$	\$ 100.00	\$
Texas TPH (1005)	\$ 168.00	\$	\$ 210.00	\$	\$ 252.00	\$	\$ 294.00	\$	\$ 336.00	\$
TPH Ohio (Soil Only) C-6 to C-10 (8015)	\$ 41.00	\$	\$ 51.25	\$	\$ 61.50	\$	\$ 71.75	\$	\$ 82.00	\$
TPH Ohio (Soil Only) C-10 to C-20 TO C 34 (8015)	\$ 48.00	\$	\$ 60.00	\$	\$ 72.00	\$	\$ 84.00	\$	\$ 96.00	\$
EPH MT/MA Screen (Soil / Water)	\$ 71.00	\$	\$ 88.75	\$	\$ 106.50	\$	\$ 124.25	\$	\$ 142.00	\$
EPH MT/MA 5-7 day TAT (MADEP-EPH 04-1.1) - Fractions	\$ 120.00	\$	\$ 150.00	\$	\$ 180.00	\$	\$ 210.00	\$	\$ 240.00	\$
EPH MT/MA LL GW Only 5-7 day TAT (MADEP-EPH 04-1.1 SIM) - Fractions	\$ 150.00	\$	\$ 187.50	\$	\$ 225.00	\$	\$ 262.50	\$	\$ 300.00	\$
VPH MT/MA 5-7 day TAT MADEP-VPH 04-1.1	\$ 90.00	\$	\$ 112.50	\$	\$ 135.00	\$	\$ 157.50	\$	\$ 180.00	\$
Petroleum Range Organics (FL-PRO)	\$ 45.00	\$	\$ 56.25	\$	\$ 67.50	\$	\$ 78.75	\$	\$ 90.00	\$
Kerosene Analysis Group (FL-PRO, 6010/8011/8310/8260)	\$ 237.00	\$	\$ 296.25	\$	\$ 355.50	\$	\$ 414.75	\$	\$ 474.00	\$
EDB/DBCp (water only) (504.1/8011)	\$ 48.00	\$	\$ 60.00	\$	\$ 72.00	\$	\$ 84.00	\$	\$ 96.00	\$
PAH (8270)	\$ 75.00	\$	\$ 93.75	\$	\$ 112.50	\$	\$ 131.25	\$	\$ 150.00	\$
PAH (8270SIM)	\$ 75.00	\$	\$ 93.75	\$	\$ 112.50	\$	\$ 131.25	\$	\$ 150.00	\$
TN EPH (EPH)	\$ 45.00	\$	\$ 56.25	\$	\$ 67.50	\$	\$ 78.75	\$	\$ 90.00	\$
VPH (MADEP) - North Carolina	\$ 80.00	\$	\$ 100.00	\$	\$ 120.00	\$	\$ 140.00	\$	\$ 160.00	\$
VOC'S (8260)	\$ 75.00	\$	\$ 93.75	\$	\$ 112.50	\$	\$ 131.25	\$	\$ 150.00	\$
BNA'S (SVOC'S) (8270)	\$ 175.00	\$	\$ 218.75	\$	\$ 262.50	\$	\$ 306.25	\$	\$ 350.00	\$
PCB'S (8082)	\$ 65.00	\$	\$ 81.25	\$	\$ 97.50	\$	\$ 113.75	\$	\$ 130.00	\$
Pesticides (8081)	\$ 115.00	\$	\$ 143.75	\$	\$ 172.50	\$	\$ 201.25	\$	\$ 230.00	\$
Pesticides/PCB's (8081/8082)	\$ 150.00	\$	\$ 187.50	\$	\$ 225.00	\$	\$ 262.50	\$	\$ 300.00	\$

Organophosphorous Pesticides (8141)	\$	153.00	\$	191.25	\$	229.50	\$	267.75	\$	306.00
Herbicides (8151)	\$	178.00	\$	222.50	\$	267.00	\$	311.50	\$	356.00
<b>Toxicity Characteristic Leaching Procedure</b>										
TCLP Volatiles (1311/1312/8260) (includes Leachate)	\$	104.50		NA		NA		NA		NA
TCLP RCRA Metals (1311/1312/6010/7470) (includes Leachate)	\$	106.70		NA		NA		NA		NA
TCLP Extraction/SPLP Extraction 1311/1312	\$	38.50		NA		NA		NA		NA
Full TCLP 1311/Various	\$	660.00		NA		NA		NA		NA



Ammonia Nitrogen (EPA 350.1)	\$	23.00	\$	28.75	\$	34.50	\$	40.25	\$	46.00
Nitrate (EPA 300.0/9056/353.2)	\$	23.00	\$	28.75	\$	34.50	\$	40.25	\$	46.00
Nitrite (EPA 300.0/9056/353.2)	\$	23.00	\$	28.75	\$	34.50	\$	40.25	\$	46.00
Nitrate+Nitrite (EPA 300.0/9056/353.2)	\$	23.00	\$	28.75	\$	34.50	\$	40.25	\$	46.00
TKN (EPA 351.2)	\$	34.00	\$	42.50	\$	51.00	\$	59.50	\$	68.00
Percent Moisture	\$	5.00	\$	6.25	\$	7.50	\$	8.75	\$	10.00
pH (SM 4500H+H/EPA 9045)	\$	16.00	\$	20.00	\$	24.00	\$	28.00	\$	32.00
Total Phenol (EPA 420.1)	\$	37.00	\$	46.25	\$	55.50	\$	64.75	\$	74.00
Total Phosphorus (EPA 365.4)	\$	33.00	\$	41.25	\$	49.50	\$	57.75	\$	66.00
OrthoPhosphorus (EPA 365.1)	\$	33.00	\$	41.25	\$	49.50	\$	57.75	\$	66.00
Dissolved Solids (TDS) (SM 2540C)	\$	17.00	\$	21.25	\$	25.50	\$	29.75	\$	34.00
Settleable Solids (SM 2540F)	\$	17.00	\$	21.25	\$	25.50	\$	29.75	\$	34.00
Suspended Solids (SM 2540D)	\$	17.00	\$	21.25	\$	25.50	\$	29.75	\$	34.00
Total Solids (EPA 160.3)	\$	17.00	\$	21.25	\$	25.50	\$	29.75	\$	34.00
Volatile Solids (SM 2540E)	\$	20.00	\$	25.00	\$	30.00	\$	35.00	\$	40.00
Sulfide (SM 4500S2E)	\$	23.00	\$	28.75	\$	34.50	\$	40.25	\$	46.00
Sulfate (EPA 300.0/9056)	\$	18.00	\$	22.50	\$	27.00	\$	31.50	\$	36.00
TOC (water) (SM 5310C)	\$	34.00	\$	42.50	\$	51.00	\$	59.50	\$	68.00
TOC (water/soil) (EPA 9060-quad)	\$	87.00	\$	108.75	\$	130.50	\$	152.25	\$	174.00
TOC or FOC (soil) (EPA 9060-single/Walkley Black)	\$	63.00	\$	78.75	\$	94.50	\$	110.25	\$	126.00
Turbidity (EPA 180.1)	\$	18.00	\$	22.50	\$	27.00	\$	31.50	\$	36.00
Misc										
TOX	\$	175.00	\$	218.75	\$	262.50	\$	306.25	\$	350.00
EOX	\$	175.00	\$	218.75	\$	262.50	\$	306.25	\$	350.00
Flashpoint or Ignitability (D93/1010A)	\$	52.00	\$	65.00	\$	78.00	\$	91.00	\$	104.00
Reactivity Cyanide	\$	47.00	\$	58.75	\$	70.50	\$	82.25	\$	94.00
Reactivity Sulfide	\$	47.00	\$	58.75	\$	70.50	\$	82.25	\$	94.00
Paint Filter	\$	17.00	\$	21.25	\$	25.50	\$	29.75	\$	34.00
Emergency / Overnight Shipping of Containers to the Site or Office		\$50 Per Cooler								

**In addition to completing the Pricing / TAT Matrix above, we request that you provide attached sheet(s) with pricing and TAT for other analytical parameters**

**All pricing should include the cost of shipping and any ancillary costs. (eg sampling containers, coolers, preservatives, etc)**

Terms and Conditions Per Contract



EXHIBIT B

**PORTAL TO PORTAL (CLARK to CLARK) HOURS AND PREP TIME AT FACILITY**

<u>Vehicles w/Driver – 4 hour minimum</u>	<b>CLARK to CLARK &lt;200 Miles One-Way</b>	<b>Overtime &amp; Weekends</b>
Wet Vacuum	\$120.00 per hour	\$150.00 per hour
Tractor w/Rails	\$110.00 per hour	\$140.00 per hour
Roll Off Truck/Straight Rails	\$110.00 per hour	\$140.00 per hour
Tractor with Dump Trailer	\$110.00 per hour	\$140.00 per hour
Tanker	\$110.00 per hour	\$140.00 per hour
 <b><u>Miscellaneous Support Items &amp; Materials</u></b>		
Frac Tank Daily Usage	\$ 60.00 per day/each	
Frac Tanker Drop Off/Pick Up	Varies per Site	
Roll-off Open Top Daily Usage	\$ 15.00 per day	
Closed Top Roll-off	\$ 20.00 per day	
Vacuum Box Roll-off	\$ 50.00 per day	
Liner – Visqueen	\$ 45.00 each	
Flatbed Trailer	\$ 60.00 per day	
Hotsy	\$ 40.00 per hour	
Pickup Truck	\$ 25.00 per hour, CLARK to CLARK, \$200/day	
Other Equipment – Flexible Hose	\$ 2.50 per foot	
Personal Protective Equipment (PPE)	\$ 35.00 per man per day	
Duct Tape	\$ 14.00 per roll	
Other 3rd party equipment, labor & items	Cost plus 25%	
 <b><u>Personnel</u></b>		
Senior Project Manager	\$ 90.00 per hour	\$120.00 per hour
Chemist	\$ 75.00 per hour	\$100.00 per hour
Project Manager	\$ 85.00 per hour	\$110.00 per hour
Safety Officer	\$ 60.00 per hour	\$ 85.00 per hour
Supervisor	\$ 75.00 per hour	\$100.00 per hour
Equipment Operator	\$ 65.00 per hour	\$ 85.00 per hour
Field Technician	\$ 45.00 per hour	\$ 65.00 per hour
Per Diem	\$ 150 per man per day	
 <b><u>Power Washouts</u> (upon completion of job at Clark Environmental, Inc.)</b>		
Power Washout Standard (1 hour minimum/disposal)		\$155.00 per hour
Power Washout Standard (1 hour minimum/no disposal)		\$200.00 per hour
Power Washout with confined space entry (1 hour minimum)		\$300.00 per hour

**Overtime is considered -**

- 1) Any time beyond eight (8) consecutive hours on clock; or,
- 2) Any time between Friday after 4:30 PM and Monday before 8:00 AM (4 hour minimum)
- 3) Plant after hours - \$80.00 per man-hour, two-man minimum, \$160.00/hour



**DRUMS**

**WASTE PROCESSING**

Size (gal)	Trans	Liquid	Light Debris	Sludge or Oil Dry	Solids	Gels	Lab Packs	Empty Trans	Empty Disp
1	\$2	\$5	\$5	\$8	\$8	\$8	\$25	\$3	\$5
5	\$5	\$10	\$10	\$12	\$12	\$15	\$75	\$5	\$5
10	\$10	\$20	\$20	\$20	\$20	\$30	\$75	\$5	\$5
15-25	\$15	\$40	\$40	\$55	\$55	\$65	\$100	\$10	\$8
55	Below	\$60	\$60	\$80	\$80	\$105	\$175	\$10	\$15
85	Below	\$80	\$80	\$125	\$125	\$155		\$15	\$20
yd <sup>3</sup>	Below	\$180	\$210	\$250	\$250	\$350			\$80

251-400 miles - \$50/drum

(\$60/85-gal)

Totes- \$200

<11 drums/site – Surcharge of \$200/site

101-250 miles - \$40/drum

(\$50/85-gal)

Totes- \$160

< 6 drums/site – Surcharge of \$50/site

0-100 miles - \$30/drum

(\$40/85-gal)

Totes- \$120

< 6 drums/site – Surcharge of \$50/site

**BULK WASTE PROCESSING**

**(BC/BW Codes)**

**Based on Centrifuge Testing (v/v) per CLARK SOP**

\$0.030/lb

\$0.045/lb

**BULK:**

< 14 tons	\$750 minimum	\$500 minimum
14 - 140	\$50.00	\$35.00
141 – 700	\$47.00	\$33.00
701 – 1400	\$44.00	\$30.00
1401 – 2100	\$40.00	Negotiable
> 2100	Negotiable	Negotiable
Clean Fill	\$3.25/yd <sup>3</sup> + tax	\$3.25/yd <sup>3</sup> + tax
Excess Debris Surcharge	\$5.00/ton	N/A

8 Metals	\$240.00
Volatiles	\$175.00
4 Metals	\$125.00
Benzene	\$125.00
PCBs	\$110.00
TOX	\$70.00

4 Metals	\$75.00
TRPH	\$105.00
8270 (VOH)	\$235.00
Virgin Preburn	\$300.00
Non-Virgin Preburn	\$400.00
Coal Tar-Creosote	\$650.00
8260 (VOA)	\$165.00
8081 (Pests)	\$185.00
8151 (Herbs)	\$185.00

Bolts	\$2.00
Gaskets	\$5.00
Lids	\$10.00
Rings & Bolts	\$10.00
New 55-Gal Drum	\$40.00
Used 55-Gal Drum	\$20.00
85-Gal Overpack	\$200.00

Hazardous Waste E-Manifest Fee - \$20/manifest

Virgin Oils – SDS only

Virgin Diesel – SDS only

Gasoline – TCLP Benzene

Used Oil – TCLP Benzene & TCLP 4 Metals

Antifreeze – TCLP Benzene & TCLP 4 Metals

Tank Bottoms – TCLP Benzene & TCLP 4 Metals

Used Transformer Oil – TCLP 4 Metals and PCB



"EXHIBIT B"  
HYATT SURVEY SERVICES, INC.  
2021 RATE SCHEDULE

<u>BILLING UNIT</u>	<u>HOURLY RATE</u>
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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:	\$ 2,000.00/day
Multi Beam Surveys:	\$ 2,500.00/day

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

Office:

Survey Technician	\$ 115.00
Professional Surveyor & Mapper	\$ 145.00
Senior Professional Surveyor & Mapper	\$ 175.00

Administrative Assistant:	\$ 55.00
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Additional Equipment:

SHERP Amphibious Vehicle: (w/o operator)	\$ 1,000.00/day
Marshmaster: (w/o operator)	\$ 600.00/day
Airboat: (w/o operator)	\$ 600.00/day
4WD ATV/UTV:	\$ 200.00/day

*\*All reimbursable costs, if any, will be invoiced at cost.*

**1. LIMITATIONS ON LIABILITY**

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

**2. INDEMNIFICATION**

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

**3. INSURANCE**

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

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

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

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

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

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

1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant

## EXHIBIT C - LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Consultant of this requirement to provide notice.

- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subconsultant; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

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

- 1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant;
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County;
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

**EXHIBIT C - LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

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

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

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

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.

(4) 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:

**EXHIBIT C - LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS**

- 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	\$ 3,000,000

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.

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