

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: Stormwater – Professional Engineering Services

RFP CONTRACT NO. 190-0028-CN (SS)

CONTINUING FIRM: Land & Water Engineering Science, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Public Works Department**

THIS AGREEMENT, entered into on the 13 day of April 2021 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter Land & Water Engineering Science, Inc., with offices in St. Petersburg, FL., hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with Stormwater 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 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

Services are to be issued as work assignments and may include, but not limited to: project development, preliminary engineering, project management, design, survey, plans preparation, permit acquisition, construction specifications, environmental studies, geotechnical, hydrogeological, hydrologic/hydraulic modeling, geographic information systems, environmental permitting including (National Pollutant Discharge Elimination System (NPDES), Envision (Institute for Sustainable Infrastructure) design and delivery of sustainable and resilient infrastructure, low impact design, environmental assessments, grant assistance, and utility coordination.

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.

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 Florida 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 aforementioned individuals are unavailable for performance under this Agreement, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.

If required, the CONSULTANT shall provide a file of the proposed design prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and Pinellas County technical standards.

3.1.3 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: Preliminary Engineering Reports 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.
- 3.1.4 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.5 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 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 in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and Pinellas County technical standards.

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.

**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 an hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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 Seven Hundred Thousand dollars (\$1,700,000.00). 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.

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 proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the COUNTY. In the event of a corporate acquisition and/or merger, the CONSULTANT shall provide written notice to the COUNTY within thirty (30) business days of CONSULTANT's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the COUNTY, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

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

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

**SECTION 10
SATISFACTORY PERFORMANCE**

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

**SECTION 11
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for five (5) years from the date of final payment.

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

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

**SECTION 15
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS
NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employees or applicants for employment because of race, color, religion, sex or national origin.

**SECTION 16
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

**SECTION 19
SUCCESSORS AND ASSIGNS**

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

**SECTION 20
INDEMNIFICATION**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for Five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the first Five (5) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

**SECTION 24
CONFLICT OF INTEREST**

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

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

**SECTION 27
PUBLIC RECORDS**

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

CONTRACTOR'S DUTY

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

This Agreement shall be governed by the laws of the State of Florida.

IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: Land & Water Engineering Science, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: [Signature]
Print Name: DIKRAN KALAYDJIAN
Title: PRESIDENT Date: 3/9/2021

By: [Signature: Dave Eggus]
Chairman Date: April 13, 2021

ATTEST:
Ken Burke, Clerk of the Circuit Court



By: [Signature: Ken Burke]
Deputy Clerk Date: April 13, 2021

APPROVED AS TO FORM
By: Jacina Parson
Office of the County Attorney

February 5, 2021

Via email: ssteele@pinellascounty.org

Ms. Sue Steele
Lead Procurement Analyst
Pinellas County
Department of Administrative Services
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

Re: Fee Schedule: Stormwater Professional Engineering Services
Contract No. 190-0028-CN (SS)

Ms. Steele:

Pursuant to your request, please find attached the reduction of rates submitted by the following companies:

1. Land & Water Engineering Science, Inc.
2. Applied Technology & Management, Inc.
3. Biller Reinhart Engineering Group, Inc.
4. Greenman-Pedersen, Inc.
5. OHC Environmental Engineering
6. Suncoast Land Surveying, Inc.

Please let me know should you need anything further. I may be reached at 727-202-8958 should you have any questions.

Sincerely,



Dikran Kalaydjian, PE, ENV SP, LEED AP
Principal

Exhibit A

Date: 2/5/2021

Name of Firm: Land & Water Engineering Science, Inc.

190-0028-CN(SS) - Stormwater Professional Engineering Services

Staff Hourly Billing Rates

Labor Category	Billing Rate
	(\$/hr)
CADD/Computer Technician	93.63
Engineer 2	172.34
Engineer Intern	93.67
Environmental Specialist	94.11
GIS Specialist	131.85
Office Manager/EEO/RCS	93.05
Principal Engineer	241.51
Project Manager 2	209.77
Project Engineer	145.52
Senior Designer	126.24
Senior Engineer 2	220.41
Utility Coordinator	120.51

REVISED – 1-25-2021

ATM Burdened Hourly Rates for

Pinellas County Stormwater Professional Engineering Services Contract No. 190-0028-CN (SS)

Personnel Classification	Assigned ATM Personnel	Hourly Labor Rate	Multiplier*	Hourly Burdened Rate
Chief Engineer 2	Bob Burleson, PE	\$60.96	3.05	\$185.93
Chief Planner	Cathy Foerster, AICP	\$42.50	3.05	\$129.63
Chief Scientist	Steven Peene, PhD	\$69.01	3.05	\$210.48
Scientist	Nico Pisarello, MS	\$29.58	3.05	\$90.22
Secretary/Clerical A	Leslie Burges	\$27.87	3.05	\$85.00
Secretary/Clerical B	Liz Sims	\$22.12	3.05	\$67.47
Senior Engineer 1	Janet Hearn, PE	\$55.78	3.05	\$170.13
Senior Engineer 1	Jeffrey King, PhD, PE	\$53.68	3.05	\$163.72

**The multiplier is in accordance with ATM's approved self-certification by the Florida Department of Transportation (FDOT). Personnel classifications are consistent with the FDOT Wage Report.*

<u>Rate Type</u>	<u>FDOT Approved Percentage</u>
Overhead	167.50%
Direct Expenses	7.52%
Facilities Capital Cost of Money (FCCM)	0.226%
Operating Margin	<u>30.00%</u> (does not include contract duration adjustment factor)
	205.25%
	<u>100.00%</u> (raw salaries)
	305.25% (multiplier)



October 29, 2020

Mr. Dikran Kalaydjian, Principal
Land & Water Engineering Science, Inc.
8950 Dr Martin Luther King Jr St N, Suite 205
St. Petersburg, Florida 33702

Schedule of Rates
"EXHIBIT A"

Project No: 190-0028-CN (SS)
Project Title: Stormwater Professional Engineering Services
Consultant: Land & Water Engineering Science, Inc.
Subconsultant Name: AREHNA Engineering, Inc.

The following rates are AREHNA's proposed staff rates for the above referenced contract. We understand that the rates shall be held firm for the initial contract term and no rate increases shall be granted during this time.

STAFF CLASSIFICATION	BILLING RATE (\$/HR)
Chief Engineer	\$155.00
Clerical	\$57.00
Engineer	\$115.00
Engineer Intern	\$95.00
Engineering Technician	\$57.00
Principal Engineer	\$225.00
Senior Designer	\$101.00
Senior Engineer	\$210.00
Senior Engineering Technician	\$82.00

We look forward to working with you on the contract. If you have any questions or require further information please contact our office at 813-944-3464.

Sincerely,



Jessica McRory, PE
President

**Standard Items and Item Descriptions for Geotechnical and Materials firms**

Item #	Item Description	Unit	Rate
101	Aggregate Carbonates & Organic Matter FM 5-514	Test	\$ 100.00
102	Aggregate Org. Impurities S& for Concrete AASHTO T21	Test	\$ 60.00
104	Aggregate Sieve Anlsys of Fine & Coarse AASHTO T27	Test	\$ 70.00
105	Aggregate Soundness AASHTO T104	Test	\$ 330.00
106	Aggregate Specific Gravity/Absorption Coarse AASHTO T85	Test	\$ 100.00
107	Aggregate Total Moisture Content by Drying AASHTO T255	Test	\$ 40.00
108	Aggregate Unit Mass & Voids AASHTO T19	Test	\$ 50.00
109	Aggregate Specific Gravity/Absorption Fine AASHTO T84	Test	\$ 105.00
200	Asphalt Bulk Specific Gravity FM 1-T166	Test	\$ 70.00
201	Asphalt Content FM 5-563	Test	\$ 135.00
204	Asphalt Gradation FM 1-T030	Test	\$ 85.00
207	Asphalt Los Angeles (LA) Abrasion Small Agg FM 1-T096	Test	\$ 350.00
209	Asphalt Pavement Coring - 4in dia with Base Depth Check	Each	\$ 145.00
210	Asphalt Pvmnt. Coring - 4in dia without Base Depth Check	Each	\$ 130.00
211	Asphalt Pavement Coring - 6in dia with Base Depth Check	Each	\$ 160.00
212	Asphalt Pvmnt Coring - 6in dia without Base Depth Check	Each	\$ 140.00
300	Concrete Beam Flexural Testing ASTM C78	Test	\$ 60.00
301	Concrete Compressive Strength of Grout\Mortar ASTM C109	Test	\$ 35.00
302	Concrete Cylinder Curing, Capping & Breaking ASTM C39	Test	\$ 25.00
303	Concrete Drilled Cores & Sawed Beams ASTM C42	Test	\$ 75.00
304	Concrete Masonry Unit Sampling & Testing ASTM C140	Test	\$ 120.00
305	Concrete Pavement Coring - 4in Dia	Each	\$ 175.00
306	Concrete Pavement Coring - 6in Dia	Each	\$ 207.00
401	Geo Auger Borings-H& & Truck/Mud Bug	LF	\$ 10.85
404	Geo Backhoe (Rental without labor)	Task	\$ 469.00
406	Geo Barge (Rental without labor)	Task	\$ 6,000.00
407	Geo Chainsaw (Owned)	Day	\$ 80.00
408	Geo Concrete Pad & Cover for Monitoring Wells	Each	\$ 278.00
415	Geo Double Ring Infiltration ASTM D3385	Each	\$ 500.00
417	Geo Dozer (Rental without labor)	Task	\$ 985.00
418	Geo Drill Crew Support Vehicle	Day	\$ 175.00
427	Geo Extra SPT Samples-Truck/Mud Bug 0-50 Ft	Each	\$ 60.00
428	Geo Extra SPT Samples-Truck/Mud Bug 50-100 Ft	Each	\$ 65.00
429	Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 78.00
430	Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
431	Geo Extra SPT Samples-Truck/Mud Bug 200-250 Ft	Each	\$ 90.00
432	Geo Field Perm 0-10 Ft Open-End Borehole Method	Each	\$ 350.00

Item #	Item Description	Unit	Rate
433	Geo Field Perm 10-25Ft Open-End Borehole Method	Each	\$ 475.00
440	Geo Grout Boreholes- Truck/Mud Bug 0-50 Ft	LF	\$ 6.00
441	Geo Grout Boreholes- Truck/Mud Bug 50-100 Ft	LF	\$ 7.50
442	Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 10.20
443	Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$ 13.50
444	Geo Grout Boreholes- Truck/Mud Bug 200-250 Ft	LF	\$ 15.00
445	Geo Grouted Monitor Well 2in 0-50 Ft	LF	\$ 35.00
446	Geo H& Auger with DCP (0-50 ft) ASTM D1452	LF	\$ 25.00
450	Geo Piezometer 2in 0-50 Ft	LF	\$ 44.00
462	Geo Rock Coring Truck/Mud Bug 0-50 Ft 4in ID & over	LF	\$ 53.00
463	GeoRocCoring Truck/MudBug 0-50 Ft less than 4in ID	LF	\$ 45.00
464	Geo Rock Coring Truck/Mud Bug 50-100 Ft 4in ID over	LF	\$ 60.00
465	GeoRocCoring Truck/MudBug 50-100 Ft les than 4in ID	LF	\$ 52.00
466	GeoRocCoring Truck/MudBug 100-150 Ft 4in ID & over	LF	\$ 70.00
467	GeoRocCoring Truck/MudBug 100-150 Ft les than 4in ID	LF	\$ 64.00
468	GeoRocCoring Truck/MudBug 150-200 Ft 4in ID & over	LF	\$ 86.00
469	GeoRocCoring Truck/MudBug 150-200 Ft les than 4in ID	LF	\$ 72.00
470	GeoRocCoring Truck/MudBug 200-250 Ft 4in ID & over	LF	\$ 111.00
471	GeoRocCoring Truck/MudBug 200-250 Ft les than 4in ID	LF	\$ 75.00
472	Geo Saximeter Testing	Hour	\$ 133.00
478	Geo SPT Truck/Mud Bug 0-50 Ft	LF	\$ 14.75
479	Geo SPT Truck/Mud Bug 50-100 Ft	LF	\$ 18.95
480	Geo SPT Truck/Mud Bug 100-150 Ft	LF	\$ 27.85
481	Geo SPT Truck/Mud Bug 150-200 Ft	LF	\$ 35.00
482	Geo SPT Truck/Mud Bug 200-250 Ft	LF	\$ 44.00
488	Geo Temp Casing 3in Truck/Mud Bug 0-50 Ft	LF	\$ 10.35
489	Geo Temp Casing 3in Truck/Mud Bug 50-100 Ft	LF	\$ 14.25
490	Geo Temp Casing 3in Truck/Mud Bug 100-150 Ft	LF	\$ 17.50
491	Geo Temp Casing 3in Truck/Mud Bug 150-200 Ft	LF	\$ 20.60
492	Geo Temp Casing 3in Truck/Mud Bug 200-250 Ft	LF	\$ 22.00
498	Geo Temp Casing 4in Truck/Mud Bug 0-50 Ft	LF	\$ 11.20
499	Geo Temp Casing 4in Truck/Mud Bug 50-100 Ft	LF	\$ 15.20
500	Geo Temp Casing 4in Truck/Mud Bug 100-150 Ft	LF	\$ 16.50
501	Geo Temp Casing 4in Truck/Mud Bug 150-200 Ft	LF	\$ 17.25
502	Geo Temp Casing 4in Truck/Mud Bug 200-250 Ft	LF	\$ 20.60
508	Geo Temp Casing 6in Truck/Mud Bug 0-50 Ft	LF	\$ 15.00
509	Geo Temp Casing 6in Truck/Mud Bug 50-100 Ft	LF	\$ 19.00
510	Geo Temp Casing 6in Truck/Mud Bug 100-150 Ft	LF	\$ 21.00
511	Geo Temp Casing 6in Truck/Mud Bug 150-200 Ft	LF	\$ 24.00
512	Geo Temp Casing 6in Truck/Mud Bug 200-250 Ft	LF	\$ 27.00

Item #	Item Description	Unit	Rate
514	Geo Truck/Mud Bug Mobil (30 miles straightline distance)	Each	\$ 500.00
519	Geo Undisturbed Samples Truck/Mud Bug 0-50 Ft	Each	\$ 185.00
520	Geo Undisturbed Samples Truck/Mud Bug 50-100 Ft	Each	\$ 195.00
521	Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 210.00
522	Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 250.00
524	Geo Vibration Monitoring	Day	\$ 1,510.00
531	Geo Truck/Mudbug Drill Rig and Crew (2-person)	Hour	\$ 215.00
532	Geo Truck/Mudbug Drill Rig and Crew (3-person)	Hour	\$ 300.00
538	Geo Clearing Equipment	Day	\$ 1,995.00
539	Geo Wash Boring for Rock Cores 0-50 Ft	LF	\$ 10.00
540	Geo Wash Boring for Rock Cores 50-100 Ft	LF	\$ 12.00
541	Geo Wash Boring for Rock Cores 100-150 Ft	LF	\$ 14.00
542	Geo Wash Boring for Rock Cores 150-200 Ft	LF	\$ 16.00
543	Geo Wash Boring for Rock Cores 200-250 Ft	LF	\$ 18.00
602	Mobilization - Vibration Monitoring Equipment	Each	\$ 275.00
603	Mobilization Asphalt Coring Equipment	Each	\$ 360.00
606	Mobilization Concrete Coring	Each	\$ 360.00
612	Mobilization Drill Rig Truck Mount	Each	\$ 485.00
617	Mobilization Skid Rig	Each	\$ 670.00
620	Mobilization of Clearing Equipment	Each	\$ 610.00
702	MOT Channelizing Devices - Type I, II, VP, Drum (each)	Each	\$ 2.70
706	MOT Portable Sign	Each	\$ 43.50
708	MOT Provide Channelizing Devices - Cone	Each	\$ 2.00
712	MOT Support Vehicle	Hour	\$ 83.00
800	Soils Chloride Soil or Water FM 5-552	Test	\$ 70.00
801	Soils Consol-Addtl Incrmnts AASHTO T216 (13 to 24 Loads)	Each	\$ 90.00
802	Soils Consol-Addtl Incrmnts AASHTO T216 (up to 12 Loads)	Each	\$ 495.00
803	Soils Consolidation - Constant Strain ASTM D4186	Test	\$ 580.00
804	Soils Consol-Extend Load Incrmnts AASHTO T216	Day	\$ 160.00
805	Soils Corrosion Series FM 5-550 through 5-553	Test	\$ 230.00
806	Soils Direct Shear Consolid Drained/ Point FM 3-D3080	Test	\$ 360.00
808	Soils Flexible Wall Permeability ASTM D5084	Test	\$ 425.00
809	Soils Hydrometer Only AASHTO T88	Test	\$ 135.00
810	Soils Limerock Bearing Ratio (LBR) FM 5-515	Test	\$ 355.00
811	Soils Liquid Limit AASHTO T89	Test	\$ 60.00
812	Soils Materials Finer than 200 Sieve FM 1-T011	Test	\$ 50.00
817	Soils Moisture Content Laboratory AASHTO T265	Test	\$ 16.00
818	Soils Moisture Content Microwave AASHTO D4643	Test	\$ 20.00
819	Soils Organic Content Ignition FM 1 T-267	Test	\$ 47.00
821	Soils Particle Size Anlys AASHTO T88 (Incl. Hydrometer)	Test	\$ 170.00

Item #	Item Description	Unit	Rate
822	Soils Particle Size Anlys AASHTO T88 (No Hydrometer)	Test	\$ 73.00
823	Soils Permeability Constant Head AASHTO T215	Test	\$ 365.00
824	Soils Permeability Falling Head FM 5-513	Test	\$ 300.00
825	Soils pH Soil or Water FM 5-550	Test	\$ 43.00
826	Soils Plastic Limit & Plasticity Index AASHTO T90	Test	\$ 70.00
827	Soils Proctor Modified FM 1-T180	Test	\$ 142.00
828	Soils Proctor Standard AASHTO T99	Test	\$ 142.00
829	Soils Resistivity Soil or Water FM 5-551	Test	\$ 70.00
831	Soils Specific Gravity AASHTO T100	Test	\$ 77.00
832	Soils Split Tensile Strgth of Rock Cores ASTM D3967	Test	\$ 137.00
833	Soils Sulfate Soil or Water FM 5-553	Test	\$ 70.00
835	Soils Triaxl Consl-Drain (CD) Per Point\Cell ASTM D7181	Test	\$ 550.00
836	Soils Tri Cnsl-Undrn (CU) Pt\Cell AASHTO T297/ASTM D4767	Test	\$ 550.00
837	Soil Tri Uncsl-Undrn (UU) Pt\Cell AASHTO T296/ASTM D2850	Test	\$ 490.00
838	Soils Unconfined Compression - Rock ASTM D7012, Method C	Test	\$ 140.00
839	Soils Unconfined Compress - Soil AASHTO T208/ASTM D2166	Test	\$ 245.00



**Stormwater Professional Engineering Services
Contract No. 190-0028-CN (SS)**

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE *
CADD/Computer Technician	\$95.00
Engineer 2	\$140.00
Engineering Intern	\$100.00
Engineering Technician	\$100.00
Inspector [Authorized Threshold Special Inspector Agent]	\$100.00
Office Manager/EEO/RCS	\$85.00
Principal Engineer [P.E.]	\$225.00
Project Manager 2 [P.E.]	\$190.00
Secretary/Clerical	\$60.00
Senior Designer	\$115.00
Senior Engineer 2 [P.E.]	\$180.00
Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.	TBD
* Includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.	

GPI Rates Inclusive of Labor, Benefits, Overhead, and Profit

	Classification	Hourly Rate
1	Chief Engineer	\$ 190
2	Chief Scientist	\$ 188
3	Clerk Typist	\$ 66
4	Designer	\$ 116
5	Engineer I	\$ 140
6	Engineering Intern	\$ 99
7	Environmental Specialist	\$ 95
8	GIS Specialist	\$ 90
9	Project Manager	\$ 175
10	Scientist	\$ 75
11	Senior Environmental Specialist	\$ 150
12	Senior Geologist	\$ 148
13	Senior Scientist	\$ 122



101 S. Hoover Blvd, Suite 101
 Tampa, Florida 33609
 Phone: 813.626.8156
www.ohcnet.com

OHC Fee Schedule

All Services

Professional Services

CAD Drawings/Floor Plans.....	\$75.00/Hr
Certified Industrial Hygienist	\$171.00/Hr
Contract Administration.....	\$105.00/Hr
Environmental Engineer.....	\$80.00/hr
Industrial Hygienist.....	\$75.00/hr
Professional Engineer (PE).....	\$160.00/Hr
Professional Geologist.....	\$125.00/Hr
Project Management.....	\$120.00/Hr
Senior Industrial Hygienist.....	\$115.00/Hr

Asbestos Services

Asbestos Surveyor AHERA/EPA Accredited.....	\$75.00/Hr
Asbestos Air Monitoring Technician.....	\$65.00/Hr
Management Planner.....	\$75.00/Hr
Project Designer.....	\$105.00/Hr
Licensed Asbestos Consultant (LAC)	\$171.00/Hr
Personnel Air Sampling (if OHC collects & analyzes).....	\$15.00/Ea
Asbestos Bulk PLM Sample Analysis	
3-Day TAT.....	\$15.00/Ea
24-Hr TAT.....	\$25.00/Ea
Asbestos Bulk PLM Sample Analysis Same Day TAT.....	\$35.00/Ea
Asbestos Bulk Point Count Analysis Regular TAT.....	\$45.00/Ea
Asbestos Bulk Point Count Analysis Rush TAT.....	\$65.00/Ea
TEM Air Sample Analysis	
3-5 Day TAT.....	\$65.00/Ea
48-Hr TAT.....	\$85.00/Ea
24-Hr TAT.....	\$105.00/Ea
6-Hr TAT (Rush).....	\$135.00/Ea

Environmental Services

Phase I Site Assessments.....	\$1,900.00
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A phase I site assessment is performed as a due diligence when acquiring a new site to ensure there are not prior contamination on the site.

Indoor Air Quality

Certified Indoor Air Quality Specialist (CIAQP).....	\$115.00/Hr
Biological Samples (Spore trap).....	\$65.00/sample
Biological Samples (Culture samples).....	\$85.00/sample
Biological Samples (Swab samples).....	\$65.00/sample
Biological Samples (Tape sample).....	\$65.00/sample
IR Camera.....	\$100.00/day
Q-track.....	\$25.00/day
VOC Analysis	\$245.0/sample
Aldehyde Profile.....	\$245.0/sample

Lead Services

EPA Certified Inspector/Risk Assessor.....	\$85.00/Hr
XRF Readings.....	\$5.00/Shot
Wipe/Bulk Samples	
24-Hr TAT.....	\$20.00/sample
2 Days TAT.....	\$18.00/sample
3 Days TAT.....	\$17.00/sample
Lead Air Sampling	
24-Hr TAT.....	\$20.00/sample
2 Days TAT.....	\$18.00/sample
3 Days TAT.....	\$17.00/sample

Radon Services

Radon Measurement Technician.....	\$85.00/Hr
Radon Measurement Specialist.....	\$125.00/Hr
Radon Sampling Kits.....	\$25.00/sample

Hourly rates listed above are fully loaded (burdened), and include all labor; direct and indirect overhead; margins and profits; customary expenses; and travel within the Tampa Bay Metropolitan area. Travel outside the Tampa Bay Metropolitan Area will be charged in accordance with current Florida Statutes. Rates will be held firm for the initial contract term.

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) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.*

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

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

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

- h) 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", 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	\$ 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) Property Insurance Consultant will be responsible for all damage to its own property, equipment and/or materials.