

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**  
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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>TH</sup> day of August 2016 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 Brown and Caldwell with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

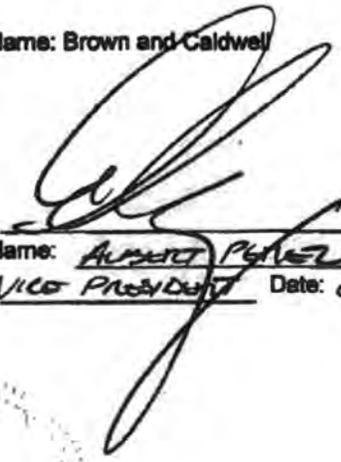
**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

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.

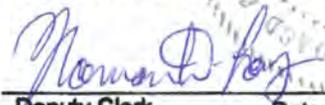
Firm Name: Brown and Caldwell

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By:   
Print Name: ALBERTO PEREZ  
Title: VICE PRESIDENT Date: 6-23-16

By:   
Chairman Date: 8-9-16

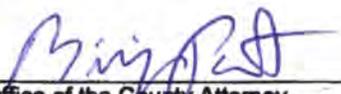


ATTEST:  
Ken Burke, Clerk of the Circuit Court  
By:   
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney

5405 Cypress Center Drive  
Tampa, FL 33609

T: 813.371.9400



July 12, 2016

Rianner Baker Woodard  
Procurement Analyst Coordinator  
Pinellas County Purchasing  
400 S. Fort Harrison Avenue, 6th Floor, Clearwater FL 33756]

Subject: Brown and Caldwell Schedule of Rate Values 156-0127-CN

Dear Mrs. Woodard:

As requested, Brown and Caldwell is pleased to submit our "Schedule of Rates" for the Pinellas County Utilities Engineering Consulting Services Contract No. 156-0127-CN. In addition, please find our sub-consultants "Schedule of Rates" as listed in our proposal. The following is a summary of the attached schedules:

- Exhibit A – Brown and Caldwell
- Exhibit B – Baker Barrios Architects
- Exhibit C – Driggers Engineering Services, Inc.
- Exhibit D – Metzger and Willard, Inc.

The rate structure submitted is fully loaded (burdened) and each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies and postage, and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay area will be invoiced in accordance with the Florida Statutes. The rate structure anticipates a five year term extension of the contract.

Please feel free to contact me by either email ([tbosso@brwncald.com](mailto:tbosso@brwncald.com)) or cell phone 727-278-7791 should you have any questions.

Very truly yours,

**Todd Bosso, P.E.**

A handwritten signature in black ink, appearing to read "Todd Bosso".

**Brown and Caldwell**  
Client Services Manager

cc: Bryan Veith, Brown and Caldwell



Labor Classification	Billing Rate
Intern I	\$ 65.00
Office/Support Services II	\$ 68.79
Field Service Technician II	\$ 69.98
Intern II	\$ 72.03
Office/Support Services III	\$ 73.62
Senior Project Aide	\$ 64.97
Word Processor II	\$ 74.66
Accountant I	\$ 92.31
Engineer/Operations Tech I	\$ 78.34
Engineering Aide	\$ 64.83
Field Service Technician III	\$ 88.13
Graphic Designer, Jr.	\$ 91.16
Office/Support Services IV	\$ 83.31
Project Analyst I	\$ 85.00
Project Coordinator I	\$ 77.54
Senior Accounting Clerk	\$ 89.64
Word Processor III	\$ 84.42
Accountant II	\$ 110.93
Administrative Coordinator	\$ 107.94
Assistant Designer	\$ 107.51
CAD Operator III	\$ 91.70
Engineer I	\$ 98.00
Engineer/Operations Tech II	\$ 90.04
Engineering Technician II	\$ 103.76
Geologist/Hydrogeologist I	\$ 96.99
GIS Specialist I	\$ 100.02
Inspector I	\$ 72.54
Project Accountant II	\$ 90.94
Project Analyst II	\$ 120.22
Project Coordinator II	\$ 99.22
Scientist I	\$ 96.99
Senior Field Service Tech	\$ 97.24
Technical Editor	\$ 103.91
Word Processor IV	\$ 100.92
Accountant III	\$ 120.91
Administrative Supervisor	\$ 126.42
Comp Analyst/Programmer I	\$ 93.53
Designer	\$ 120.00
Engineer II	\$ 115.00
Engineer/Operations Tech III	\$ 124.18
Geologist/Hydrogeologist II	\$ 103.22

GIS Specialist II	\$	115.29
Graphic Designer	\$	130.52
Inspector II	\$	99.15
Project Analyst III	\$	136.43
Scientist II	\$	116.37
Senior Project Coordinator	\$	124.22
Supervisor, Word Processing	\$	130.49
Accountant IV	\$	147.20
Administrative Manager	\$	153.39
Comp Analyst/Program II - NE	\$	139.82
Comp App Supp Coord - NE	\$	121.59
Engineer III	\$	154.55
Graphic Designer Manager	\$	139.13
PA Manager I	\$	140.86
Project Specialist	\$	184.76
Scientist III	\$	140.00
Senior Designer	\$	140.00
Sr Engineer/Operations Tech	\$	140.64
Sr Tech Coordinator/Analyst	\$	142.05
Area Bus Ops Mgr III	\$	173.17
Health & Safety Risk Mgr II	\$	138.55
Mgr, Computer Services - Ex	\$	168.92
Principal Designer	\$	181.41
Senior Construction Engineer	\$	172.45
Senior Engineer	\$	175.00
Senior Geol/Hydrogeologist	\$	196.68
Senior Scientist	\$	156.57
Senior Technical Writer	\$	151.38
Area Bus Ops Mgr IV	\$	196.79
Principal Business Consultant	\$	218.69
Principal Construction Engineer	\$	225.10
Principal Engineer	\$	195.00
Principal Geol/Hydrogeologist	\$	190.45
Principal Scientist	\$	224.71
Senior Business Analyst	\$	196.22
Senior Graphic Designer	\$	206.48
Sr IT Analyst/Developer - Ex	\$	213.50
Supervising Designer	\$	217.90
Health & Safety Risk Manager	\$	213.68
IS BIM Architect	\$	207.81
IS Product Manager I	\$	174.82
Senior IT Project Manager	\$	270.00
Senior Web Analyst - EX	\$	270.00
Supervising Construction Engineer	\$	247.61
Supervising Engineer	\$	240.00
Supervising Scientist	\$	239.36
Supv Business Consultant	\$	196.00

Supv Geol/Hydrogeologist	\$	238.86
Managing Business Consultant	\$	270.00
Managing Engineer	\$	270.00
Managing Geol/Hydrogeologist	\$	249.63
Managing Scientist	\$	270.00
Principal IT Analyst/Developer	\$	226.87
Sr Health & Safety Risk Mgr.	\$	204.43
Chief Business Consultant	\$	270.00
Chief Engineer	\$	270.00
Chief Geol/Hydrogeologist	\$	270.00
Chief Scientist	\$	270.00
Executive Engineer	\$	270.00
Vice President	\$	270.00
Senior Vice President	\$	270.00

**Architect**

EXHIBIT B

# BAKER BARRIOS

## Pinellas County Fee Schedule

RFP 156-0127-CN-(RW)

### Architectural Design Services

Executive/ President/ Vice President	AR5	\$	350
Studio Director/ Principal	AR4	\$	250
Sr. Architect/ Sr. Designer/ Sr. Project Manager	AR3	\$	137
Architect/ Sr. Drafter/ Project Manager	AR2	\$	150
Drafter	AR1	\$	90
Intern Architect (Internship)	AR0	\$	85

### Landscape Architectural Design Services

Studio Director/ Principal	LA4	\$	250
Sr. Architect/ Sr. Designer/ Sr. Project Manager	LA3	\$	190
Architect/ Sr. Drafter/ Project Manager	LA2	\$	150
Drafter	LA1	\$	90
Intern Architect (Internship)	LA0	\$	85

### Interior Design Services

Studio Director/ Principal	ID3	\$	175
Interior Designer	ID2	\$	125
Drafter	ID1	\$	90
Intern Interior Designer (Internship)	ID0	\$	85

### Construction Phase Services

Sr. Construction Administrator	CA3	\$	175
Construction Administrator	CA2	\$	125
Construction Administrator Clerk	CA1	\$	95

### Quality Assurance

Sr. Quality Assurance Specialist	QA2	\$	175
Quality Assurance Specialist	QA1	\$	140

### Other

Director of Special Projects	DSP	\$	250
Computer Support	IT1	\$	130
Graphic Designer	G1	\$	90
Administrative Support	AM1	\$	78

# **Geotechnical**

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EXHIBIT C

**Pinellas County  
 Geotechnical and Materials Testing and Inspection Services**

**Fee Schedule  
 RFP 156-0127-CN-(RW)**

**GEOTECHNICAL SERVICES**

<b>1.0 ENGINEERING AND PROFESSIONAL SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
1.1	Senior Engineer (P.E.)	170.00/Hr.
1.2	Principal Engineer (P.E.)	195.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	65.00/Hr.
1.5	Laboratory Director	135.00/Hr.

DESI – Pinellas County

**Sarasota**  
 Phone: 727.471.6655  
 Fax: 941.371.8962  
 saroffice@driggers-eng.com

**Clearwater**  
 P.O. Box 17839 • Clearwater, Florida 33762  
 Phone: 727.571.1313 • Fax: 727.471.6653  
 clwoffice@driggers-eng.com

**Spring Hill**  
 Phone: 727.471.6657  
 Fax: 727.471.6653  
 sphloffice@driggers-eng.com

<b>2.0 DRILLING SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water 2.4.1 Portable Self-Propelled Barge and Work Boat N/A	355.00/Hr. 970.00/Day
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit) 2.5.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.3 100-150 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.4 150-200 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	14.00/LF 16.00/LF 16.00/LF 16.25/LF 18.25/LF 18.25/LF 19.25/LF 23.00/LF 23.00/LF 26.25/LF 31.75/LF 31.75/LF

<b>2.0 DRILLING SERVICES (Continued)</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.6	Track-Mounted Drill Unit	
	2.6.1 0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
	2.6.2 50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment)	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
	2.10.1 NX Size (approximately 2 1/8")	48.50/LF
	2.10.2 2.5" Diameter	64.50/LF
2.11	Temporary Casing (only if needed)	
	2.11.1 4"	7.00/LF
	2.11.2 6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

<b>3.0 FIELD SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
3.1	Double-Ring Infiltration Test (local and depth ≤3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b> (Continued)		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 187.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	402.50 Ea.
4.11	Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	270.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

<b>5.0 SOILS</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer)	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	295.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion 5.14.1 pH Determination (ASTM D4972) Agricultural	27.50 Ea. 37.50 Ea.

<b>6.0 CONCRETE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	60.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	60.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	27.50 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	80.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

7.0 AGGREGATE TESTING		
ITEM	DESCRIPTION	UNIT FEE
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	50.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	162.50 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	50.00 Ea.
7.8	Field Sampling for Laboratory Tests	60.00/Hr.

8.0 SOIL-CEMENT		
ITEM	DESCRIPTION	UNIT FEE
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	70.00/Hr.
	8.5.2 Core Bit Charge	2.50/LI
	8.5.3 Thickness Determination	5.50 Ea.
	8.5.4 Repair of Core Hole	5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	60.00/Hr.

<b>9.0 ASPHALT</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
9.1	Asphalt Design 9.1.1 F.D.O.T. with Three Bitumen Contents 9.1.2 F.A.A. Design with Four Bitumen Contents	\$ 975.00 Ea. 1,625.00 Ea.
9.2	Asphalt Plant Inspection 9.2.1 Senior Technician Inspector	70.00/Hr.
9.3	Field Inspection during Paving Activities 9.3.1 Senior Technician Inspector	70.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring 9.6.1 Technician Time and Equipment 9.6.2 Additional Diamond Bit Charge 9.6.3 Repair of Core Hole	70.00/Hr. 2.50/LI 8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	60.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.

<b>10.0 PILING INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile	\$ 65.00/Hr.

\*Quoted Based on Project Requirements

<b>NOTES</b>	
1.	Fees for other services provided by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> will be supplied upon request.
2.	All hourly rates are charged portal to portal.
3.	Reports will be electronically submitted by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> There will be a charge for hard copies.
4.	Any equipment rental will be charged at Cost.

# Metzger + Willard, Inc.

## Schedule of Rate Values

### Exhibit A

SURVEY Crew Classification	Hourly Rate	Daily Rate
One (1) Person Survey Team	\$ 106.00	\$ 848.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team	\$ 120.00	\$ 960.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Three (3) Person Survey Team	\$ 150.00	\$ 1,200.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ GPS	\$ 117.00	\$ 936.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ GPS	\$ 132.00	\$ 1,056.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Three (3) Person Survey Team w/ GPS	\$ 160.00	\$ 1,280.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ Robotic Instruments	\$ 121.00	\$ 968.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ Robotic Instruments	\$ 151.00	\$ 1,208.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Three (3) Person Survey Team w/ GPS	\$ 169.00	\$ 1,352.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		

Utilities Designation / Location	Hourly Rate	Daily Rate
Designating Technician / Crew	\$ 208.00	\$ 1,175.00
<i>Includes all equipment, vehicles, personnel, supplies and fuel</i>		
Designating Technician / Crew with GPR	\$ 237.00	\$ 1,375.00
<i>Includes GPR equipment, vehicles, personnel, supplies, and fuel</i>		
Location Technician / Crew	\$ 294.00	\$ 1,750.00
<i>Includes Vacuum Extraction Equipment/Truck, vehicles, personnel, supplies and fuel</i>		
Maintenance of Traffic	\$ 375.00	
	<i>average charge per set up</i>	

**NOTES:**

(1) Rates are fully loaded (burdened and include all labor, direct/indirect overhead, margins/profit, customary expenses (copies, postage, etc.) and travel within the Tampa Bay Metropolitan Area.

(2) Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance current Florida Statutes.

(3) Daily Rates are based on an 8-hour day.

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT****SECTION 1  
INTENT OF AGREEMENT****AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 2014 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 Carollo Engineers, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans.
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

## **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

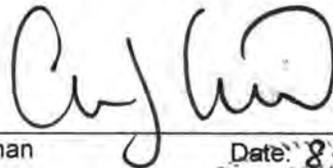
This Agreement shall be governed by the laws of the State of Florida.

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

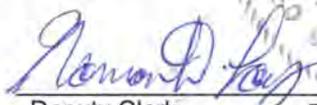
Firm Name: Carollo Engineers, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By:   
Print Name: Robert S. Cushing  
Title: Senior Vice President Date: June 23, 2016

By:   
Chairman Date: 8-9-16

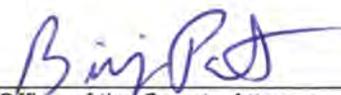
ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney



**Exhibit A**  
**Schedule of Rate Values**  
**Carollo Engineers, Inc**

<b>Classification</b>	<b>Hourly Rate</b>
Assistant Professional I	\$110
Assistant Professional II	\$125
Project Professional I	\$145
Project Professional II	\$165
Project Professional III	\$175
Lead Project Professional I	\$190
Lead Project Professional II	\$205
Lead Project Professional III	\$220
Senior Professional I	\$245
Senior Professional II	\$265
Technician	\$90
Senior Technician	\$130
Designer	\$120
Senior Designer	\$140
GIS Technician	\$125
Clerical	\$77
Senior Clerical	\$90
Word Processor	\$95
Senior Word Processor	\$115

The following pages contain Schedule of Rate Values for Subconsultants:

- Metzger and Willard, Inc
- MC Squared, Inc.
- Northwest Engineering, Inc.

**METZGER + WILLARD, INC.**

**BILLING RATES**

**May 17, 2016**

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<b><u>EMPLOYEE CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Principal Engineer	\$200.00
Senior Project Manager	\$200.00
Senior Professional Engineer	\$180.00
Project Manager	\$180.00
Senior Construction Manager	\$160.00
Professional Engineer	\$140.00
Project Engineer	\$125.00
Construction Manager	\$120.00
Design Engineer	\$100.00
Designer	\$100.00
Environmental Scientist	\$95.00
Senior Engineering Technician	\$90.00
Senior Inspector	\$105.00
Engineering Intern	\$89.00
CADD Technician/Drafter	\$90.00
Inspector	\$85.00
Engineering Technician	\$80.00
Survey Technician	\$75.00
Senior Clerical	\$60.00
Clerical	\$50.00
Two-man Survey Crew	\$120.00
Professional Land Surveyor	\$140.00
Senior Survey Technician	\$85.00
Survey Technician	\$55.00
	<u>Daily Rate</u>
Utility Location	\$1,600.00





**STANDARD FEE SCHEDULE**

Consultant Services for Professional Engineering for Pinellas County Utilities

Contract No.: 156-0127-CN (RW)

May 16, 2016

Service Element	Unit	Cost Per Unit
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**I. FIELD INVESTIGATION**

**1. Mobilization of Men and Equipment**

Truck Mounted Equipment Pinellas County County	Each	\$	475.00
Specialized ATV/Mudbug	Each	\$	650.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,800.00
Barge Mounted Equipment	Each	\$	8,500.00
Safety Boat	Per Trip	\$	500.00

**2. Truck Mounted Equipment**

**a. Standard Penetration Test (SPT) Borings**

0 - 50 feet	L.F.	\$	14.50
50-100 feet	L.F.	\$	17.50
100 -150 feet	L.F.	\$	32.50

**b. Grout Seal Boreholes**

0 - 50 feet	L.F.	\$	6.50
50-100 feet	L.F.	\$	7.50
100-150 feet	L.F.	\$	10.50

**c. Casing Allowance**

0 - 50 feet	L.F.	\$	9.00
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	13.00

**d. Rock Coring**

0 - 50 feet	L.F.	\$	42.50
50-100 feet	L.F.	\$	49.75
100-150 feet	L.F.	\$	58.00

**3. Barge/Track Mounted Drilling Equipment**

**a. Standard Penetration Test Borings**

0 - 50 feet	L.F.	\$	22.50
-------------	------	----	-------

50-100 feet	L.F.	\$	26.50
100-150 feet	L.F.	\$	49.50
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	8.25
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	15.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	14.00
50-100 feet	L.F.	\$	16.00
100-150 feet	L.F.	\$	17.90
d. Rock Coring			
0 - 50 feet	L.F.	\$	48.50
50-100 feet	L.F.	\$	59.00
100-150 feet	L.F.	\$	69.50
4. Extra Split Spoon Samples			
0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30
5. Auger Borings			
0 - 50 feet LF	L.F.	\$	10.50
6. Backhoe for Test Pit Excavation			
Cost based on equipment rental (TBN) and labo	Per Day		
7. Shelby Tube Samples			
0 - 50 feet	Each	\$	200.00
8. Infiltration Tests			
	Each	\$	513.00
9. Permeability Tests			
	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	1,250.00
Flagmen	Per Day	\$	1,250.00
11. Hand Probes (2-man Crew)			
	Per Day	\$	1,250.00
12. 2 inch Piezometer Installation LF			
	L.F.	\$	42.75
13. Drilling Permits if required			
	Per Boring	\$	65.00
14. Site Clearing/Difficult Access			
Cost based on equipment rental (TBN) and labo	Per Day		
15. Pavement Cores (Asphalt)			
	Per Boring	\$	210.00

## II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	8.00
2. Natural Moisture Content Tests	Each Test	\$	10.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	85.00
	Each Test	\$	70.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	120.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	50.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	450.00
8. Consolidation Test	Each Test	\$	550.00
9. Specific Gravity	Each Test	\$	85.00
10. Triaxial Shear Test (per point)	Each Test	\$	195.00
11. Split Tension Test	Each Test	\$	150.00
12. Unconfined Compression Test	Each Test	\$	145.00

### III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	195.00
2. Chief Engineer	Hour	\$	225.00
3. Senior Engineer	Hour	\$	179.00
4. Project Engineer	Hour	\$	141.55
5. Engineer	Hour	\$	135.00
6. Geologist	Hour	\$	95.00
7. Sr. Technician	Hour	\$	78.00
8. Technician	Hour	\$	65.00
9. CADD Technician	Hour	\$	78.00
10. Clerical	Hour	\$	67.00



**EXHIBIT A - GEOTECH RATES**

Labor Category	Hourly Rate <sup>(1)</sup>	Daily Rate <sup>(2)</sup>
<b>Engineering and Technical</b>		
Project Manager	\$ 195.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.55	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.

RE: Pinellas County RFP for Utilities Engineering Services  
156-0127-CNRW  
NEI Proposal No. 160202  
June 20, 2016

<b>Classification</b>	
<b>Daily Rate(S): Field Surveying</b>	<b>Daily Rate</b>
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1000
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1200
Two (2) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1400
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Senior Professional Surveyor and Mapper or Project Manager	\$144
Professional Surveyor and Mapper	\$108
CADD Technician	\$90
Administrative/Clerical	\$75

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
  - g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
  - h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
    - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT****SECTION 1  
INTENT OF AGREEMENT****AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>TH</sup> day of August 2016 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 CH2M Hill Engineers, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: CH2M Hill Engineers, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *K. Watson*  
Print Name: Katus Watson  
Title: Vice President Date: 6/24/16

By: *[Signature]*  
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk Date: 8-9-16



APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney



CH2M Tampa  
4350 W. Cypress Street  
Suite 600  
Tampa, FL 33607-4178  
O +1 813 874 0777  
F +1 813 874 3056  
www.ch2m.com

Ms. Rianner Woodard  
Pinellas County Purchasing  
400 S. Fort Harrison Ave., 6<sup>th</sup> Floor  
Clearwater, FL 33756

June 22, 2016

Subject: Pinellas County Contract for Utilities Engineering Consulting Services  
(156-0127-CN/RW)

**Exhibit A**

Dear Ms. Woodard,

On behalf of CH2M HILL the below revised rate schedule is submitted for your consideration on the above referenced contract.

<u>Employer Category</u>	<u>Rates</u>
<u>Professionals</u> -- Engineers, Architects, Planners, Economists, Scientists	
Regional Group Manager, Regional Technologist	267
Principal Project Manager, Principal Technologist, Special Business Consultant	249
Senior Project Manager, Senior Technologist	223
Project Manager, Sr. Construction Manager, Engineering Specialist, Scientific/Architect/Economist Specialist, Planning Specialist	197
Associate Project Manager, Construction Manager Project Architect/Economist/Planner	170
Project Engineer	141.10
Project Scientist	136
Associate Engineer, Associate Scientist, Associate Planner	148

Staff Engineer II, Staff Planner III, Project Assistant III	131
Staff Engineer I, Staff Scientist II, Staff Planner II, Project Assistant II	114
Staff Scientist I, Staff Planner I, Project Assistant	97
<u>Technicians</u> -- Drafters, Graphic Artists, Surveyors, Construction Inspectors, Technical Editors, Accountants	
Technician 6	144
Technician 5	131
Technician 4	110
Technician 3	93
Technician 2	80
Technician 1	67
<u>Office Support</u>	
Specification Processor	97
Clerical/Office Support	77.44
Public Involvement Specialist	126

As per the contract, these rates are fixed for five years. Our subconsultant rate schedules are also attached. We noticed that the updated Exhibit A from Metzger and Willard did not include a Professional Land Surveyor rate on it, as stated in your comments on June 17, 2016. When we contacted Metzger and Willard regarding this, they noted that they provided the identical rate schedule that was accepted for their prime contract.

We look forward to working with Pinellas County on this contract. Please let me know if you have any questions or need any additional information.

Regards,  
CH2M HILL



Katus O. A. Watson, PE, DBIA  
Vice President

**METZGER + WILLARD, INC.**

**BILLING RATES**

**June 20, 2016**

---

<b><u>EMPLOYEE CATEGORY</u></b>	<b><u>HOURLY RATE</u></b>
Principal Engineer	\$220.00
Senior Project Manager	\$200.00
Senior Professional Engineer	\$180.00
Project Manager	\$180.00
Senior Construction Manager	\$160.00
Professional Engineer	\$133.00
Project Engineer	\$125.00
Construction Manager	\$120.00
Design Engineer	\$100.00
Senior Designer	\$105.00
Environmental Scientist	\$119.00
Senior Engineering Technician	\$90.00
Senior Inspector	\$115.00
Engineering Intern	\$80.00
CADD Technician/Drafter	\$90.00
Inspector	\$95.00
Engineering Technician	\$75.00
Senior Clerical	\$65.00
Clerical	\$55.00
Two-man Survey Crew w/GPS	\$132.00
Senior Professional Surveyor & Mapper	\$145.00
Survey Technician	\$89.00
	<u>Daily Rate</u>
Utility Location	\$1,600.00



# Utilities Engineering Consulting Services (156-127-CN)

## Rate Schedule for Professional Services

ASRus, LLC



Tampa, FL

Classification	
Hourly Rates: Office Function/Management/Professional/Supervision	Hourly Rate
Principal in Charge (P.G.)	\$190.00
Senior Professional Geologist (P.G.)	\$150.00
Senior Professional Engineer (P.E.)	\$150.00
Staff Scientist (Masters Degree, non-P.G.)	\$ 90.00
Senior Construction Manager (P.E. or P.G.)	\$125.00
Construction Manager (Bachelor's Degree, non-P.G or non P.E.)	\$ 80.00
Construction Manager (non-degreed)	\$ 50.00
Graphics Designer	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 40.00

Services	Rate
<b>Other</b>	<b>Rate</b>

*Hourly Rates shown are good through the 5-year term of this agreement.*

**Exhibit A**  
**Omni Communications**  
**Unit Fee Schedule**  
**Subsurface Utility Engineering**  
**and Surveying Support Services**

<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Designating Crew (3-person)	Daily	\$2,570.70*
Locating Crew (3-person)	Daily	\$2,738.71*
Survey Crew (3-person)	Daily	\$2,276.84*
Survey Tech	Hourly	\$66.00

\*3-person crew rates include office support hours



**EXHIBIT A - GEOTECH RATES**

Labor Category	Hourly Rate <sup>(1)</sup>	Daily Rate <sup>(2)</sup>
<b>Engineering and Technical</b>		
Project Manager	\$ 185.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.55	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.



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**METZGER + WILLARD, INC.**

**BILLING RATES**

**June 20, 2016**

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Staff Scientist (Masters Degree, non-P.G.)	\$ 90.00
Senior Construction Manager (P.E. or P.G.)	\$125.00
Construction Manager (Bachelor's Degree, non-P.G or non P.E.)	\$ 80.00
Construction Manager (non-degreed)	\$ 50.00
Graphics Designer	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 40.00

Services	Rate
<b>Other</b>	<b>Rate</b>

*Hourly Rates shown are good through the 5-year term of this agreement.*

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\*3-person crew rates include office support hours



**EXHIBIT A - GEOTECH RATES**

Labor Category	Hourly Rate <sup>(1)</sup>	Daily Rate <sup>(2)</sup>
<b>Engineering and Technical</b>		
Project Manager	\$ 185.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.55	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>TH</sup> day of August 16 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 Greeley and Hansen, LLC with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering; final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

## 2.5 KEY PERSONNEL

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

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

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

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

## **SECTION 11 RESOLUTION OF DISAGREEMENTS**

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

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

## **SECTION 12 CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: Greeley and Hansen, LLC

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *Reed Meriwether*  
Print Name: Reed Meriwether  
Title: Managing Director Date: 6-28-2016  
South east Operating Group

By: *[Signature]*  
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *Norman D. Long*  
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney

*Shelly E. Gainous, Jr.* 6/28/16





**GREELEY AND HANSEN**

1715 N. West Shore Boulevard, Suite 464  
Tampa, Florida 33607  
p 813 873 3686  
f 813 873 3637  
www.greeley-hansen.com

**Exhibit A**

**UTILITIES ENGINEERING CONSULTING SERVICES (156-0127-CN)**

**Rate Schedule for Professional Services  
Greeley and Hansen LLC**

<b>Classification</b>	<b>Daily Rate</b>
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$263.00
Project Manager	\$205.00
Construction Manager	\$200.00
Senior Engineer	\$198.00
Project Engineer	\$146.00
Sr. Construction Project Representative	\$150.00
Construction Project Representative	\$134.00
Senior CADD Technician	\$110.00
Engineer Intern	\$130.00
CADD Technician	\$99.00
Clerical	\$77.00

Hourly Rates shown are good through the 5-year term of this Agreement.



**Earth Resources, Inc.  
Standard Hourly Rates, June 1, 2016 – May 31, 2021  
Pinellas County**

<b>EXHIBIT A - ENVIRONMENTAL RATES</b>		
<b>Labor Category</b>	<b>Hourly Rate <sup>(1)</sup></b>	<b>Daily Rate <sup>(2)</sup></b>
GIS Manager	\$	
GIS Field Technician	\$	
GIS Technician	\$	
GIS Specialist	\$ 85.00	
GIS Analyst	\$	
Environmental Scientist II	\$ 95.00	
Senior Scientist	\$ 115.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8-hour day.



## 2016 FEE SCHEDULE

PROFESSIONAL SERVICES	
PERSONNEL	HOURLY RATE
Principal, P.E.	\$220.00
Project Manager, P.E.	\$160.00
Senior Structural Engineer, P.E.	\$130.00
Threshold Special Inspector, P.E.	\$130.00
Senior Engineering Technician	\$110.00
Diplomate Geo-Forensic/Geo-Technical Engineer, P.E.	\$300.00
Project Engineer	\$105.00
Threshold Special Inspector Authorized Representative	\$90.00
Engineering Technician	\$87.00
Administration	\$75.00
Neutral Evaluator	\$250.00



111 Forest Lakes Boulevard • Oldsmar, Florida 34677

Tel: 813-854-1342 • Fax: 813-855-6890

www.suncoastlandsurveying.com

EXHIBIT A

CLASSIFICATION	Hourly Rate	Daily Rate
<b>Field Surveying</b>		
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$100	\$800
Two (2) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$125	\$1,000
Three (3) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$145	\$1,160
Four (4) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$165	\$1,320
Hydrographic Survey Team Includes Hydro equipment, vessel, vehicles, personnel and all supplies/fuel	\$195	\$1,560
<b>Office Function/Management/Supervision</b>		
Principal in Charge	\$125	
Professional Surveyor and Mapper	\$109	
CADD Technician	\$99	

# LEGGETTE, BRASHEARS & GRAHAM, INC.

## PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

10014 North Dale Mabry Highway, Suite 205  
Tampa, FL 33618  
813-968-5882  
FAX 813-968-9244  
[www.lbgweb.com](http://www.lbgweb.com)

### EXHIBIT A

May 20, 2016

<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$242
Geologist	\$108
Senior CADD Technician	\$95
CADD Technician	\$85

<b>Hourly Rate(S): Geographic Information System (GIS)</b>	<b>Hourly Rate</b>
GIS Specialist	\$95

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$230
Project Manager	\$208
Senior Project Manager	\$208
Senior Scientist	\$150
Senior Engineer	\$150
Project Scientist	\$100
Project Engineer	\$100
Staff Scientist	\$85
Staff Engineer	\$85
Construction Manager	\$155
Senior Technician	\$95
Technician	\$85
GIS Technician	\$85
CADD Operator	\$95
Clerical	\$77



<b>EXHIBIT A - GEOTECH RATES</b>		
<b>Labor Category</b>	<b>Hourly Rate <sup>(1)</sup></b>	<b>Daily Rate <sup>(2)</sup></b>
<b>Engineering and Technical</b>		
Project Manager	\$ 195.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.00	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.



Utilities Engineering Consulting Services  
Rate Schedule for Professional Services

ASRus, LLC

Tampa, FL

<b>Classification</b>	
<b>Hourly Rates: Office Function/Management/Professional/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge (P.G.)	\$190.00
Senior Professional Geologist (P.G.)	\$150.00
Senior Professional Engineer (P.E.)	\$150.00
Staff Scientist (Masters Degree, non-P.G.)	\$ 90.00
Senior Construction Manager (P.E. or P.G.)	\$125.00
Construction Manager (Bachelor's Degree, non-P.G or non P.E.)	\$ 80.00
Construction Manager (non-degreed)	\$ 50.00
Graphics Designer	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 40.00

<b>Services</b>	<b>Rate</b>
<b>Other</b>	<b>Rate</b>

*Hourly Rates shown are good through the 5-year term of this agreement.*



*Electrical Design Associates*

**EXHIBIT A**

**ELECTRICAL DESIGN ASSOCIATES  
FEE QUOTATION PROPOSAL**

As requested, the following is our information regarding overhead multipliers and personnel hourly rates. These rates will be used throughout the duration of the Contract:

Base Rate	<b>100%</b>
Overhead & Fringe Benefits	<b>173%</b>
Subtotal	<b>273%</b>
<b>PROFIT (10%)</b>	<b>0.27</b>

**OVERALL MULTIPLIER**                      **3.00**

Individual classification for personnel hourly rates are as follows:

<b>Classification</b>	<b>Basic Hourly Rate</b>	<b>Overall Multiplier</b>	<b>Billable</b>
Principal in Company	66.47	3.00	199.41
Senior Engineer	59.73	3.00	179.18
Engineer	46.00	3.00	138.00
Senior Associate	40.94	3.00	122.83
Electrical Designer	29.50	3.00	88.50
Field Supervisor	30.83	3.00	92.48
CADD Technician	26.97	3.00	80.92
Clerical/Admin	21.19	3.00	63.58

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

Lillian M. Reyes, P.E., President

Printed Name and Title

  
\_\_\_\_\_  
Signature

Date:     May 17, 2016

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**  
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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>TH</sup> day of August 2014 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 Hazen and Sawyer, P.C. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

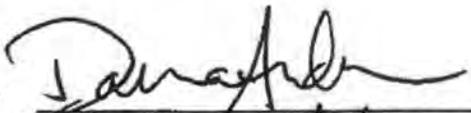
**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

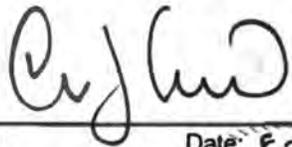
This Agreement shall be governed by the laws of the State of Florida.

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

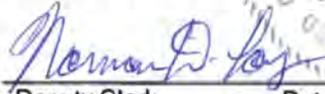
Firm Name: Hazen and Sawyer, P.C.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By:   
Print Name: Damiana Anderson  
Title: Vice President Date: 6/29/16

By:   
Chairman Date: 8-9-16

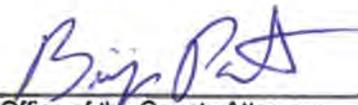
ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney

## EXHIBIT A

### Hazen and Sawyer's Schedule of Rate Values Pinellas County Utilities Engineering Consulting Services

<b>Classification</b>	<b>Daily Rate</b>
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$265.00
Senior CADD Technician	\$112.00
CADD Technician	\$99.00
Technical Support	\$90.00
<b>Hourly Rate(S): Geographic Information System (GIS)</b>	<b>Hourly Rate</b>
GIS Manager	\$235.00
GIS Specialist	\$160.00
GIS Analyst	\$140.00
<b>Hourly Rate(S): Professional Services</b>	<b>Hourly Rate</b>
Principal Engineer	\$228.00
Project Manager	\$204.00
Senior Project Manager	\$226.00
Senior Scientist	\$163.00
Senior Engineer	\$195.00
Project Scientist	\$135.00
Project Engineer	\$146.00
Staff Scientist	\$130.00
Staff Engineer	\$135.00
Assistant Engineer/Scientist	\$120.00
Construction Manager	\$155.00
Senior Technician	\$100.00
Technician	\$90.00
Designer	\$115.00
Senior Designer	\$140.00
GIS Technician	\$115.00
CADD Operator	\$100.00
Senior Clerical	\$93.00
Clerical	\$80.00
Inspector	\$105.00



<b>EXHIBIT A - GEOTECH RATES</b>		
<b>Labor Category</b>	<b>Hourly Rate <sup>(1)</sup></b>	<b>Daily Rate <sup>(2)</sup></b>
<b>Engineering and Technical</b>		
Project Manager	\$ 195.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.55	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.



GEOTECHNICAL • ENVIRONMENTAL  
MATERIALS TESTING

**STANDARD FEE SCHEDULE**

Consultant Services for Professional Engineering for Pinellas County Utilities

Contract No.: 156-0127-CN (RW)

June 24, 2016

Service Element	Unit	Cost Per Unit
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**I. FIELD INVESTIGATION**

**1. Mobilization of Men and Equipment**

Truck Mounted Equipment			
Pinellas County County	Each	\$	475.00
Specialized ATV/Mudbug	Each	\$	650.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,800.00
Barge Mounted Equipment	Each	\$	8,500.00
Safety Boat	Per Trip	\$	500.00

**2. Truck Mounted Equipment**

**a. Standard Penetration Test (SPT) Borings**

0 - 50 feet	L.F.	\$	14.50
50-100 feet	L.F.	\$	17.50
100 -150 feet	L.F.	\$	32.50

**b. Grout Seal Boreholes**

0 - 50 feet	L.F.	\$	6.50
50-100 feet	L.F.	\$	7.50
100-150 feet	L.F.	\$	10.50

**c. Casing Allowance**

0 - 50 feet	L.F.	\$	9.00
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	13.00

**d. Rock Coring**

0 - 50 feet	L.F.	\$	42.50
50-100 feet	L.F.	\$	49.75
100-150 feet	L.F.	\$	58.00

**3. Barge/Track Mounted Drilling Equipment**

**a. Standard Penetration Test Borings**

0 - 50 feet	L.F.	\$	22.50
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50-100 feet	L.F.	\$	26.50
100-150 feet	L.F.	\$	49.50
<b>b. Grout-Seal Boreholes</b>			
0 - 50 feet	L.F.	\$	8.25
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	15.60
<b>c. Casing Allowance</b>			
0 - 50 feet	L.F.	\$	14.00
50-100 feet	L.F.	\$	16.00
100-150 feet	L.F.	\$	17.90
<b>d. Rock Coring</b>			
0 - 50 feet	L.F.	\$	48.50
50-100 feet	L.F.	\$	59.00
100-150 feet	L.F.	\$	69.50
<b>4. Extra Split Spoon Samples</b>			
0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30
<b>5. Auger Borings</b>			
0 - 50 feet LF	L.F.	\$	10.50
<b>6. Backhoe for Test Pit Excavation</b>			
Cost based on equipment rental (TBN) and labo	Per Day		
<b>7. Shelby Tube Samples</b>			
0 - 50 feet	Each	\$	200.00
<b>8. Infiltration Tests</b>			
	Each	\$	513.00
<b>9. Permeability Tests</b>			
	Each	\$	515.00
<b>10. Flagmen &amp; Barricades (2 man crew)</b>			
Barricades/MOT	Per Day	\$	1,250.00
Flagmen	Per Day	\$	1,250.00
<b>11. Hand Probes (2-man Crew)</b>			
	Per Day	\$	1,250.00
<b>12. 2 inch Piezometer Installation LF</b>			
	L.F.	\$	42.75
<b>13. Drilling Permits if required</b>			
	Per Boring	\$	65.00
<b>14. Site Clearing/Difficult Access</b>			
Cost based on equipment rental (TBN) and labo	Per Day		
<b>15. Pavement Cores (Asphalt)</b>			
	Per Boring	\$	210.00

## II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	8.00
2. Natural Moisture Content Tests	Each Test	\$	10.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	85.00
	Each Test	\$	70.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	120.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	50.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	450.00
8. Consolidation Test	Each Test	\$	550.00
9. Specific Gravity	Each Test	\$	85.00
10. Triaxial Shear Test (per point)	Each Test	\$	195.00
11. Split Tension Test	Each Test	\$	150.00
12. Unconfined Compression Test	Each Test	\$	145.00

### III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	195.00
2. Chief Engineer	Hour	\$	225.00
3. Senior Engineer	Hour	\$	179.00
4. Project Engineer	Hour	\$	141.55
5. Engineer	Hour	\$	135.00
6. Geologist	Hour	\$	95.00
7. Sr. Technician	Hour	\$	78.00
8. Technician	Hour	\$	65.00
9. CADD Technician	Hour	\$	78.00
10. Clerical	Hour	\$	67.00

**Exhibit A**  
**Omni Communications**  
**Unit Fee Schedule**  
**Subsurface Utility Engineering**  
**and Surveying Support Services**

<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Designating Crew (3-person)	Daily	\$2,570.70*
Locating Crew (3-person)	Daily	\$2,738.71*
Survey Crew (3-person)	Daily	\$2,276.84*
Survey Tech	Hourly	\$66.00

\*3-person crew rates include office support hours

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 20 16 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 Jones Edmunds & Associates, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

## 2.5 KEY PERSONNEL

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

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

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

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: Jones Edmunds & Associates, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *Kenneth Vogel*  
Print Name: Kenneth S. Vogel, PE  
Title: Senior Vice President Date: 7/5/16

By: *[Signature]*  
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk Date: 8-9-16



APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney



**EXHIBIT A**

**SCHEDULE OF RATE VALUES**

Prime Consultant: Jones Edmunds & Associates, Inc.

Pinellas County Utilities Engineering Consulting Services (RFP 156-0127-CN)

<b>Classification</b>	<b>Rate</b>
<b>Hourly Rate(s): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$260
Senior Professional Surveyor and Mapper or Project Manager	-
Professional Surveyor and Mapper	-
SUE Manager	-
Geologist	-
Senior CADD Technician	\$95
CADD Technician	\$85
Technical Support	-

<b>Hourly Rate(s): Geographic Information System (GIS)</b>	<b>Hourly Rate</b>
GIS Manager (Database Administrator)	\$160
GIS Field Technician	\$90
GIS Technician	\$110
GIS Specialist (Senior GIS Analyst)	\$145
GIS Analyst	\$100

<b>Hourly Rate(s): Engineering &amp; Sciences Staff</b>	<b>Hourly Rate</b>
Principal Engineer (Chief Engineer)	\$240
Project Manager	\$200
Senior Project Manager	\$225
Senior Scientist	\$160
Senior Engineer	\$203
Project Scientist	\$135
Project Engineer	\$146
Staff Scientist	\$120
Staff Engineer	\$135
Construction Manager	\$170
Senior Technician (Field Technician Environmental)	\$110
Technician (Field Technician Environmental)	\$100
Designer (CADD)	\$105
Senior Designer (CADD)	\$115
GIS Technician	\$110
Surveyor & Mapper	-
Senior Surveyor & Mapper	-
CADD Operator	-
Senior Clerical	\$90
Clerical	\$78

**EXHIBIT A**  
**SCHEDULE OF RATE VALUES**  
**Prime Consultant: Jones Edmunds & Associates, Inc.**

Page 2

<b>Classification</b>	<b>Rate</b>
<b>Hourly Rate(s): Engineering &amp; Sciences Staff <i>(continued)</i></b>	<b>Hourly Rate</b>
Inspector (Field Representative Construction)	\$95

<b>Hourly Rate(s): Other</b>	<b>Rate</b>
Engineer Intern	\$110
Designer (BS, MS, or PhD Engineering)	\$122
Senior Field Representative Construction	\$115



## SCHEDULE OF RATE VALUES

Prime Consultant: Jones Edmunds & Associates, Inc.

Subconsultant: ASRus, LLC

Pinellas County Utilities Engineering Consulting Services (RFP 156-0127-CN)

<b>Classification</b>	
<b>Hourly Rates: Office Function/Management/Professional/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge (P.G.)	\$190.00
Senior Professional Geologist (P.G.)	\$150.00
Senior Professional Engineer (P.E.)	\$150.00
Staff Scientist (Masters Degree, non-P.G.)	\$ 90.00
Senior Construction Manager (P.E. or P.G.)	\$125.00
Construction Manager (Bachelor's Degree, non-P.G or non P.E.)	\$ 80.00
Construction Manager (non-degreed)	\$ 50.00
Graphics Designer	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 40.00

*Hourly Rates shown are good through the 5-year term of this agreement.*

6/22/2016

1 of 1

D. P. FITZGERALD, INC.  
Water & Wastewater Treatment  
Process Controls

June 24, 2016

Thomas Friedrich  
Jones Edmunds & Associates, Inc.  
324 South Hyde Park Avenue, Suite 250  
Tampa, FL 33606

Dear Tom:

SUBJECT: DP FITZGERALD PROPOSED LABOR RATE TABLE IN SUPPORT OF PINELLAS  
COUNTY PROPOSAL FOR UTILITIES ENGINEERING CONSULTING SERVICES  
(156-0127-CN)

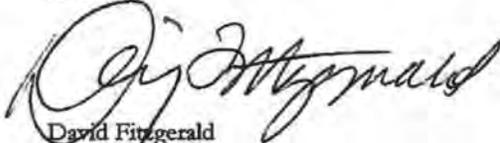
It is my distinct pleasure be included in your proposal for Utilities Engineering Consulting Services for  
Pinellas County. Below are my proposed labor rates.

Classification	Daily Rate
Principal Engineer (Onsite)	\$ 171.22
Principal Engineer	\$ 147.37
Professional Engineer	\$ 132.64
Draftsman	\$ 75.66
Office	\$ 56.74

Please let me know if there is additional information you require.

Thank you for this opportunity.

Sincerely,



David Fitzgerald  
President  
D. P. Fitzgerald, Inc.

dpf



DURANCEAU CONSULTING SERVICES, L.L.C.  
3820 Lake Mirage Blvd.  
Orlando, FL 32817  
Ph: (407) 657-1258  
Fax: (407) 678-4670

June 24, 2016

Thomas W. Friedrich, PE, BCEE  
Vice President Client Service  
Jones Edmunds & Associates, Inc  
Tampa, Florida

Standard Rate For Pinellas County

The purpose of this letter is to confirm the billing rate for DCS, LLC.

Principal Engineer is \$230.

Should you need additional information please contact me at your earliest convenience.

Sincerely,

Steven J. Duranceau, Ph.D., P.E.  
President  
Duranceau Consulting Services, LLC



**ENGINEERING  
TECHNOLOGIES**

C o n s u l t i n g   E n g i n e e r s

3551 W. Lake Mary Blvd., Suite 210  
Lake Mary, FL 32746  
Phone: (407) 322-0500

Pinellas County Utilities Engineering Consulting Services (RFP 156-0127-CN)

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$160
Project Manager	\$120
Senior Project Manager	-
Senior Scientist	-
Senior Engineer	-
Project Scientist	-
Project Engineer	\$105
Staff Scientist	-
Staff Engineer	\$92
Construction Manager	-
Senior Technician	-
Technician	-
Designer	-
Senior Designer	-
GIS Technician	-
Surveyor & Mapper	-
Senior Surveyor & Mapper	-
CADD Operator	\$65
Senior Clerical	-
Clerical	\$45
Inspector	-



299 Dr. Martin Luther King Jr. St. N.  
 St. Petersburg, Florida 33701  
 Phone: (727) 822-4317  
 www.georgeyoung.com

CIVIL & TRANSPORTATION ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE | PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING

Classification	Daily Rate
<b>Daily Rate(S): Field Surveying</b>	
One (1) Person Survey Team – 8 hours Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	<b>\$756.96</b>
Two (2) Person Survey Team – 8 hours includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	<b>\$973.28</b>
Three (3) Person Survey Team– 8 hours includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	<b>\$1,310.72</b>
Four (4) Person Survey Team– 8 hours includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	<b>\$1,648.16</b>
One (1) Person Survey Team– 8 hours includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	
Two (2) Person Survey Team– 8 hours includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	
Three (3) Person Survey Team– 8 hours includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	
Four (4) Person Survey Team– 8 hours includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	
One (1) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	
Two (2) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	
Three (3) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	
Four (4) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel	
Hydrographic Survey Team– 8 hours Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	
<b>Daily Rate(S): Utility Designation</b>	
Designating Technician/Crew– 8 hours Includes all equipment, vehicles, personnel, supplies and fuel	
Designating Technician/Crew– 8 hours Includes GPR equipment, vehicles, personnel, supplies and fuel	<b>\$1,861.36</b>
<b>Daily Rate(S): Utility Location</b>	
Location Technician/Crew– 8 hours Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	<b>\$1,926.32</b>



Hourly Rate(S): Office Function/Management/Supervision	Hourly Rate
Principal in Charge	\$170.32
Senior Professional Surveyor and Mapper or Project Manager	\$134.24
Professional Surveyor and Mapper	\$108.73
SUE Manager	\$160.59
Geologist	
Senior CADD Technician	
CADD Technician	\$74.62
Technical Support	

Hourly Rate(S): Geographic Information System (GIS)	Hourly Rate
GIS Manager/Senior Professional Surveyor and Mapper	
GIS Field Technician	
GIS Technician	\$74.62
GIS Specialist	
GIS Analyst	

Services	Rate
Title Search Report	
Title Search Report Updates	

**SCHEDULE OF RATE VALUES**

Prime Consultant: Jones Edmunds & Associates, Inc.  
Subconsultant: MC2

Pinellas County Utilities Engineering Consultant Services (RFP 156-0126-CN)



**STANDARD FEE SCHEDULE**

Consultant Services for Professional Engineering for Pinellas County Utilities  
Contract No.: 156-0127-CN (RW)  
May 16, 2016

Service Element	Unit	Cost Per Unit
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**I. FIELD INVESTIGATION**

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	475.00
Specialized ATV/Mudbug	Each	\$	650.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,800.00
Barge Mounted Equipment	Each	\$	8,500.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings

0 - 50 feet	L.F.	\$	14.50
50-100 feet	L.F.	\$	17.50
100 -150 feet	L.F.	\$	32.50

b. Grout Seal Boreholes

0 - 50 feet	L.F.	\$	6.50
50-100 feet	L.F.	\$	7.50
100-150 feet	L.F.	\$	10.50

c. Casing Allowance

0 - 50 feet	L.F.	\$	9.00
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	13.00

d. Rock Coring

0 - 50 feet	L.F.	\$	42.50
50-100 feet	L.F.	\$	49.75
100-150 feet	L.F.	\$	58.00

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings

0 - 50 feet	L.F.	\$	22.50
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**SCHEDULE OF RATE VALUES**

Subconsultant: MC2

Page 2

50-100 feet	L.F.	\$	26.50
100-150 feet	L.F.	\$	49.50
<b>b. Grout-Seal Boreholes</b>			
0 - 50 feet	L.F.	\$	8.25
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	15.60
<b>c. Casing Allowance</b>			
0 - 50 feet	L.F.	\$	14.00
50-100 feet	L.F.	\$	16.00
100-150 feet	L.F.	\$	17.90
<b>d. Rock Coring</b>			
0 - 50 feet	L.F.	\$	48.50
50-100 feet	L.F.	\$	59.00
100-150 feet	L.F.	\$	69.50
<b>4. Extra Split Spoon Samples</b>			
0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30
<b>5. Auger Borings</b>			
0 - 50 feet LF	L.F.	\$	10.50
<b>6. Backhoe for Test Pit Excavation</b>			
Cost based on equipment rental (TBN) and labor	Per Day		
<b>7. Shelby Tube Samples</b>			
0 - 50 feet	Each	\$	200.00
<b>8. Infiltration Tests</b>			
	Each	\$	513.00
<b>9. Permeability Tests</b>			
	Each	\$	515.00
<b>10. Flagmen &amp; Barricades (2 man crew)</b>			
Barricades/MOT	Per Day	\$	1,250.00
Flagmen	Per Day	\$	1,250.00
<b>11. Hand Probes (2-man Crew)</b>			
	Per Day	\$	1,250.00
<b>12. 2 inch Piezometer Installation LF</b>			
	L.F.	\$	42.75
<b>13. Drilling Permits if required</b>			
	Per Boring	\$	65.00
<b>14. Site Clearing/Difficult Access</b>			
Cost based on equipment rental (TBN) and labor	Per Day		
<b>15. Pavement Cores (Asphalt)</b>			
	Per Boring	\$	210.00

**II. LABORATORY INVESTIGATION**

**SCHEDULE OF RATE VALUES**  
**Subconsultant: MC2**  
**Page 3**

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	8.00
2. Natural Moisture Content Tests	Each Test	\$	10.50
3. Grain Size Analysis (Full Gradation)	Each Test	\$	85.00
(Single Sieve)	Each Test	\$	70.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	120.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	50.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	450.00
8. Consolidation Test	Each Test	\$	550.00
9. Specific Gravity	Each Test	\$	85.00
10. Triaxial Shear Test (per point)	Each Test	\$	195.00
11. Split Tension Test	Each Test	\$	150.00
12. Unconfined Compression Test	Each Test	\$	145.00

**III. ENGINEERING AND TECHNICAL SERVICES**

1. Project Manager	Hour	\$	195.00
2. Chief Engineer	Hour	\$	225.00
3. Senior Engineer	Hour	\$	179.00
4. Project Engineer	Hour	\$	141.55
5. Engineer	Hour	\$	135.00
6. Geologist	Hour	\$	95.00
7. Sr. Technician	Hour	\$	78.00
8. Technician	Hour	\$	65.00
9. CADD Technician	Hour	\$	78.00
10. Clerical	Hour	\$	67.00

**SCHEDULE OF RATE VALUES**  
**Subconsultant: MC2**  
**Page 4**

<b>EXHIBIT A - GEOTECH RATES</b>		
<b>Labor Category</b>	<b>Hourly Rate <sup>(1)</sup></b>	<b>Daily Rate <sup>(2)</sup></b>
<b>Engineering and Technical</b>		
Project Manager	\$ 195.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 141.55	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8 hour day.

**ALL RATES MUST BE VALID FOR 5 YEARS, ESTIMATED TO BEGIN JUNE 1, 2016 THRU MAY 31, 3021.**



950 S. Winter Park Drive  
Suite 240  
Casselberry, FL 32707

Phone 407 . 960 . 1811  
Fax 407 . 960 . 1803

[www.raftelis.com](http://www.raftelis.com)

## SCHEDULE OF RATE VALUES

**Prime Consultant: Jones Edmunds & Associates, Inc.**  
**Subconsultant: Raftelis Financial Consultants**

**Pinellas County Utilities Engineering Consulting Services (RFP 156-0127-CN)**

<b>Classification</b>	<b>Hourly Rate</b>
Executive Vice President	\$305
Director of Governmental Services	\$275
Vice President/Principal Consultant	\$275
Senior Manager	\$250
Project Manager	\$205
Senior Consultant	\$195
Consultant	\$170
Associate	\$140
Analyst	\$105
Administration	\$75

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 20 16 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Kimley-Horn and Associates, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: Kimley-Horn and Associates, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *Malcolm L. Bryant*  
Print Name: Malcolm L. Bryant  
Title: P.M. / Associate Date: 6/21/16

By: *[Signature]*  
Chairman Date: 8-9-16



(CORPORATE SEAL)

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk Date: 8/2/16



APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney

<b>PINELLAS COUNTY - Utility Engineering Consulting</b> <b>Contract No. 156-0127-CN(RW)</b> <b>Kimley-Horn &amp; Associates, Inc.</b>	
<b>Professional Engineering, Environmental and Geotechnical Services</b> <b>CONTRACT BILLING RATES</b>	
Job Classification	Average Hourly Billing Rate
Chief Engineer	\$ 256.00
Senior Project Manager	\$ 226.00
Project Manager	\$ 198.00
Senior Professional Engineer	\$ 199.00
Senior Environmental Scientist	\$ 233.00
Professional Engineer II/Wetland Scientist/Geologist	\$ 170.00
Professional Engineer I/Wetland Scientist/Geologist	\$ 137.00
Engineer Intern	\$ 115.00
Senior Designer/Engineer Tech	\$ 137.00
Designer/Engineering Tech	\$ 125.00
Drafter/CADD Operator	\$ 94.00
Sr. Planner	\$ 235.00
Planner	\$ 148.00
GIS Specialist	\$ 115.00
Sr. Landscape Architect	\$ 246.00
Landscape Architect	\$ 174.00
Landscape Intern	\$ 114.00
Construction Engineer	\$ 174.00
Construction Inspector	\$ 141.00
Administrative/Clerical	\$ 77.00

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

<b>PINELLAS COUNTY - Utility Engineering Consulting</b>	
<b>Contract No. 156-0127-CN(RW)</b>	
<b>Tricon Engineering</b>	
<b>Professional Engineering, Environmental and Geotechnical Services</b>	
<b>CONTRACT BILLING RATES</b>	
<b>Job Classification</b>	<b>Average Hourly Billing Rate</b>
Principal Engineer	\$165
Project Manager	
Senior Project Manager	\$150
Senior Scientist	
Senior Engineer	\$140
Project Scientist	
Project Engineer	\$125
Staff Scientist	
Staff Engineer	\$115
Construction Manager	\$108
Designer	\$65
Senior Designer	\$80
GIS Technician	
Surveyor & Mapper	
Senior Surveyor & Mapper	
CADD Operator	\$80
Senior Clerical	\$60
Clerical	\$50
Inspector	\$95

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



GEOTECHNICAL • ENVIRONMENTAL  
MATERIALS TESTING

**STANDARD FEE SCHEDULE**

Consultant Services for Professional Engineering for Pinellas County Utilities

Contract No.: 156-0127-CN (RW)

May 16, 2016

Service Element	Unit	Cost Per Unit
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**I. FIELD INVESTIGATION**

1. Mobilization of Men and Equipment

Truck Mounted Equipment Pinellas County County	Each	\$	475.00
Specialized ATV/Mudbug	Each	\$	650.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,800.00
Barge Mounted Equipment	Each	\$	8,500.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings

0 - 50 feet	L.F.	\$	14.50
50-100 feet	L.F.	\$	17.50
100 -150 feet	L.F.	\$	32.50

b. Grout Seal Boreholes

0 - 50 feet	L.F.	\$	6.50
50-100 feet	L.F.	\$	7.50
100-150 feet	L.F.	\$	10.50

c. Casing Allowance

0 - 50 feet	L.F.	\$	9.00
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	13.00

d. Rock Coring

0 - 50 feet	L.F.	\$	42.50
50-100 feet	L.F.	\$	49.75
100-150 feet	L.F.	\$	58.00

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings

0 - 50 feet	L.F.	\$	22.50
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50-100 feet	L.F.	\$	26.50
100-150 feet	L.F.	\$	49.50
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	8.25
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	15.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	14.00
50-100 feet	L.F.	\$	16.00
100-150 feet	L.F.	\$	17.90
d. Rock Coring			
0 - 50 feet	L.F.	\$	48.50
50-100 feet	L.F.	\$	59.00
100-150 feet	L.F.	\$	69.50
4. Extra Split Spoon Samples			
0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30
5. Auger Borings			
0 - 50 feet LF	L.F.	\$	10.50
6. Backhoe for Test Pit Excavation			
Cost based on equipment rental (TBN) and labo	Per Day		
7. Shelby Tube Samples			
0 - 50 feet	Each	\$	200.00
8. Infiltration Tests			
	Each	\$	513.00
9. Permeability Tests			
	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	1,250.00
Flagmen	Per Day	\$	1,250.00
11. Hand Probes (2-man Crew)			
	Per Day	\$	1,250.00
12. 2 inch Piezometer Installation LF			
	L.F.	\$	42.75
13. Drilling Permits if required			
	Per Boring	\$	65.00
14. Site Clearing/Difficult Access			
Cost based on equipment rental (TBN) and labo	Per Day		
15. Pavement Cores (Asphalt)			
	Per Boring	\$	210.00

## II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	8.00
2. Natural Moisture Content Tests	Each Test	\$	10.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	85.00
	Each Test	\$	70.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	120.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	50.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	450.00
8. Consolidation Test	Each Test	\$	550.00
9. Specific Gravity	Each Test	\$	85.00
10. Triaxial Shear Test (per point)	Each Test	\$	195.00
11. Split Tension Test	Each Test	\$	150.00
12. Unconfined Compression Test	Each Test	\$	145.00

### III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	195.00
2. Chief Engineer	Hour	\$	225.00
3. Senior Engineer	Hour	\$	179.00
4. Project Engineer	Hour	\$	141.55
5. Engineer	Hour	\$	135.00
6. Geologist	Hour	\$	95.00
7. Sr. Technician	Hour	\$	78.00
8. Technician	Hour	\$	65.00
9. CADD Technician	Hour	\$	78.00
10. Clerical	Hour	\$	67.00



# CUMBEY & FAIR, INC.

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

## Exhibit A

### SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

October 2015

Project Manager	\$175.00
Chief Engineer	\$195.00
Senior Engineer	\$170.00
Project Engineer	\$140.00
Engineer	\$120.00
Designer	\$104.50
Senior Engineering Technician	\$100.00
Engineering Technician	\$90.00
Secretary/Clerical	\$64.00
Senior Surveyor & Mapper	\$145.00
Surveyor & Mapper	\$109.00
Survey Technician	\$90.00
Utility Locator	\$67.50
Utility Technician	\$55.00
Field Crew Supervisor	\$110.00
Party Chief	\$77.50
Instrument Man	\$52.50
Rod Man/Chain Man	\$39.50

**Modjeski Engineering, LLC**

**Modjeski Engineering, LLC.  
750 Sandy Hook Road  
Palm Harbor, Florida 34683  
Phone: 727-224-9369  
E-mail: [dorian@modjeskieng.com](mailto:dorian@modjeskieng.com)**

May 25, 2016

Mr. Wade Wood, PE  
Kimley-Horn  
655 North Franklin Street, Suite 150  
Tampa, Florida 33602

**RE: Rate Schedule for Consulting Engineering Services for  
Pinellas County Utilities Engineering Consulting Services (156-0127-CN)**

Dear Mr. Wood:

Modjeski Engineering, LLC (ME) is pleased to submit this hourly rate schedule to provide engineering consulting services to Kimley-Horn for the above referenced project. Services include those as may be related to being technical advisor and providing quality assurance and quality control (QA/QC) to Kimley-Horn.

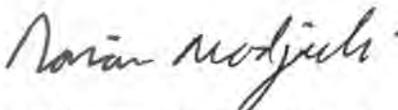
ME proposes to provide the services described above at the following hourly rates:

Principal Engineer.....\$210.00  
Administrative.....85.00

ME has reviewed Pinellas County Procurement's email to Wayne White of Kimley-Horn requesting the firm's Schedule of Rate Values. The hourly rates indicated above are in compliance with the County's directive.

I appreciate the opportunity to submit this hourly rate schedule to Kimley-Horn and look forward to a successful collaboration on this contract.

Sincerely,



Dorian Modjeski, PE, BCEE, F.ASCE  
President



# Alfonso Communications, Inc.

Public Relations • Government Affairs • Community Outreach

May 31, 2016

Wade Wood, P.E.  
Kimley-Horn  
655 North Franklin Street, Suite 150  
Tampa, Florida 33602

**RE: Rate Schedule for Consulting Services  
Pinellas County Utilities Engineering Services (156-0127-CN)**

Dear Mr. Wood,

Alfonso Communications, Inc. is privileged to submit this hourly rate schedule to provide public information services in support of Kimley-Horn for the above referenced project. Services include providing public relations and community outreach to Kimley-Horn.

Alfonso Communications, Inc. proposes the services described above at the following hourly rates:

Public Relations / Public Information	\$140.00
Administrative	\$60.00

Alfonso Communications, Inc. has reviewed Pinellas County Procurement's email to Wayne White of Kimley-Horn requesting the firm's Schedule of Rate Values. The hourly rates reflected above are in compliance with the County's directive.

I appreciate the opportunity to submit this hourly rate schedule to Kimley-Horn and look forward to a successful collaboration on this contract.

Sincerely,

Darren Alfonso  
President – Alfonso Communications

3959 Van Dyke Road, Suite 65  
Lutz, FL 33558  
813.957.3208  
darren@alfonsocommunications.com

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 2016 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 King Engineering Associates, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: King Engineering Associates, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: Thomas M. O'Connor  
Print Name: Thomas M. O'Connor  
Title: President Date: \_\_\_\_\_

By: [Signature]  
Chairman Date: 8-9-16



ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk Date: 8-9-16

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: [Signature]  
Office of the County Attorney



**EXHIBIT A**  
**SCHEDULE OF RATE VALUES**

<u>Classification</u>	<u>Billing Rate</u>
Construction Manager	\$135.00
Consultant 1	\$184.00
Designer 1	\$86.00
Designer 2	\$92.00
Designer 3	\$98.00
Designer 4	\$105.00
Designer 5	\$110.00
Designer 6	\$121.00
Designer 7	\$121.00
Engineer 1	\$98.00
Engineer 2	\$105.00
Engineer 3	\$110.00
Engineer 4	\$116.00
Engineer 5	\$129.00
Engineer 6	\$141.00
Engineer 7	\$147.00
Engineer 8	\$160.00
Engineer 9	\$171.00
Engineer 10	\$184.00
Environ Scientist 1	\$83.00
Environ Scientist 2	\$98.00
Environ Scientist 3	\$110.00
Environ Scientist 4	\$150.00
Environ Scientist 5	\$160.00
Environ Scientist 6	\$171.00
Environ Scientist 7	\$184.00
Field Coordinator 1	\$74.00
Field Coordinator 2	\$79.00
Field Coordinator 3	\$86.00
Field Coordinator 4	\$98.00
Field Coordinator 5	\$110.00
Field Coordinator 6	\$116.00
Field Coordinator 7	\$123.00
Field Coordinator 8	\$135.00
Field Coordinator 9	\$141.00
Field Coordinator 10	\$147.00
Land Surveyor 1	\$110.00
Land Surveyor 2	\$123.00
Land Surveyor 3	\$135.00
Land Surveyor 4	\$144.00
Land Surveyor 5	\$144.00
Land Surveyor 6	\$144.00
Landscape Architect 1	\$110.00
Landscape Architect 2	\$123.00
Landscape Architect 3	\$135.00
Landscape Architect 4	\$147.00
Landscape Architect 5	\$160.00
Landscape Architect 6	\$171.00

<u>Classification</u>	<u>Billing Rate</u>
Landscape Architect 7	\$184.00
Planner 1	\$86.00
Planner 2	\$105.00
Planner 3	\$123.00
Planner 4	\$141.00
Planner 5	\$184.00
Principal	\$267.00
Project Mgr 1	\$129.00
Project Mgr 2	\$135.00
Project Mgr 3	\$141.00
Project Mgr 4	\$147.00
Project Mgr 5	\$153.00
Project Mgr 6	\$160.00
Project Mgr 7	\$166.00
Project Mgr 8	\$171.00
Project Mgr 9	\$178.00
Project Mgr 10	\$184.00
Project Mgr 11	\$197.00
Project Mgr 12	\$208.00
Project Mgr 13	\$221.00
Project Mgr 14	\$224.00
Survey Crew - 1 Man	\$86.00
Survey Crew - 2 Man	\$129.00
Survey Crew - 3 Man	\$166.00
Survey Crew - 4 Man	\$184.00
Survey Crew - GPS	\$184.00
Tech 1	\$68.00
Tech 2	\$74.00
Tech 3	\$79.00
Tech 4	\$86.00
Tech 5	\$92.00
Tech 6	\$97.00
Tech 7	\$97.00
Technical Support 1	\$66.00
Technical Support 2	\$74.00
Technical Support 3	\$92.00
Technical Support 4	\$110.00
Technical Support 5	\$135.00
Transp Planner 1	\$98.00
Transp Planner 2	\$110.00
Transp Planner 3	\$123.00
Transp Planner 4	\$141.00
Transp Planner 5	\$184.00



**Exhibit A**  
**Omni Communications**  
**Unit Fee Schedule for**  
**RFP 156-0127-CN(RW) – Utilities Engineering**  
**Consulting Services**

<b>Service</b>	<b>Unit</b>	<b>Rate</b>
Designating Crew	Daily	\$1,878.47
Locating Crew	Daily	\$2,063.28
Project Manager	Hourly	\$145.00
Survey Tech	Hourly	\$95.00
Sr. Surveyor	Hourly	\$155.00
Surveyor & Mapper	Hourly	\$125.00
Survey Crew	Daily	\$1,533.22
Utility Coordinator	Hourly	\$125.00



**Date:** June 24, 2016

**Reference:** RFP 156-0127-CN(RW) – Utilities Engineering Consulting Services

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$190
Project Manager	\$165
Senior Engineer	\$175
Project Engineer	\$135
Staff Engineer	\$110
Engineering Intern	\$90
Designer	\$95
Senior Designer	\$120
Technician	\$105
Administrative Assistant	\$60

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

**Pinellas County  
Geotechnical and Materials Testing and Inspection Services**

**Fee Schedule  
RFP 156-0127-CN-(RW)**

**GEOTECHNICAL SERVICES**

<b>1.0 ENGINEERING AND PROFESSIONAL SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
1.1	Senior Engineer (P.E.)	170.00/Hr.
1.2	Principal Engineer (P.E.)	195.00/Hr.
1.3	CADD Operator	75.00/Hr.
1.4	Clerical	65.00/Hr.
1.5	Laboratory Director	135.00/Hr.

DESI – Pinellas County

**Sarasota**

Phone: 727.471.6655  
Fax: 941.371.8962  
saroffice@driggers-eng.com

**Clearwater**

P.O. Box 17839 • Clearwater, Florida 33762  
Phone: 727.571.1313 • Fax: 727.471.6653  
clwoffice@driggers-eng.com

**Spring Hill**

Phone: 727.471.6657  
Fax: 727.471.6653  
sphilloffice@driggers-eng.com

<b>2.0 DRILLING SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water)	355.00/Hr.
	2.4.1 Portable Self-Propelled Barge and Work Boat	970.00/Day
	N/A	
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit)	
	2.5.1 0-50 Feet	
	i. Soil	14.00/LF
	ii. Rock	16.00/LF
	iii. Cemented Soil (N>50)	16.00/LF
	2.5.2 50-100 Feet	
	i. Soil	16.25/LF
	ii. Rock	18.25/LF
	iii. Cemented Soil (N>50)	18.25/LF
	2.5.3 100-150 Feet	
	i. Soil	19.25/LF
	ii. Rock	23.00/LF
	iii. Cemented Soil (N>50)	23.00/LF
	2.5.4 150-200 Feet	
	i. Soil	26.25/LF
	ii. Rock	31.75/LF
	iii. Cemented Soil (N>50)	31.75/LF

<b>2.0 DRILLING SERVICES (Continued)</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.6	Track-Mounted Drill Unit	
	2.6.1 0-50 Feet	
	i. Soil	\$ 18.25/LF
	ii. Rock	20.75/LF
	iii. Cemented Soil (N>50)	20.75/LF
	2.6.2 50-100 Feet	
	i. Soil	20.75/LF
	ii. Rock	24.00/LF
	iii. Cemented Soil (N>50)	24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment)	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring	
	2.10.1 NX Size (approximately 2½")	48.50/LF
	2.10.2 2.5" Diameter	64.50/LF
2.11	Temporary Casing (only if needed)	
	2.11.1 4"	7.00/LF
	2.11.2 6"	10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

<b>3.0 FIELD SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
3.1	Double-Ring Infiltration Test (local and depth ≤3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.

<b>4.0 LABORATORY GEOTECHNICAL TESTING</b> (Continued)		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 187.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	402.50 Ea.
4.11	Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	270.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

<b>5.0 SOILS</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer)	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	295.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion	27.50 Ea.
	5.14.1 pH Determination (ASTM D4972) Agricultural	37.50 Ea.

<b>6.0 CONCRETE</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	60.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	60.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	27.50 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	80.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

<b>7.0 AGGREGATE TESTING</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	50.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	162.50 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	50.00 Ea.
7.8	Field Sampling for Laboratory Tests	60.00/Hr.

8.0 SOIL-CEMENT		
ITEM	DESCRIPTION	UNIT FEE
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring	
	8.5.1 Technician Time and Equipment	70.00/Hr.
	8.5.2 Core Bit Charge	2.50/LI
	8.5.3 Thickness Determination	5.50 Ea.
	8.5.4 Repair of Core Hole	5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	60.00/Hr.

9.0 ASPHALT		
ITEM	DESCRIPTION	UNIT FEE
9.1	Asphalt Design 9.1.1 F.D.O.T. with Three Bitumen Contents 9.1.2 F.A.A. Design with Four Bitumen Contents	\$ 975.00 Ea. 1,625.00 Ea.
9.2	Asphalt Plant Inspection 9.2.1 Senior Technician Inspector	70.00/Hr.
9.3	Field Inspection during Paving Activities 9.3.1 Senior Technician Inspector	70.00/Hr.
9.4	Laboratory Extraction and Gradation (FM-IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring 9.6.1 Technician Time and Equipment 9.6.2 Additional Diamond Bit Charge 9.6.3 Repair of Core Hole	70.00/Hr. 2.50/LI 8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	60.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.

<b>10.0 PILING INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile	\$ 65.00/Hr.

\*Quoted Based on Project Requirements

<b>NOTES</b>	
1.	Fees for other services provided by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> will be supplied upon request.
2.	All hourly rates are charged portal to portal.
3.	Reports will be electronically submitted by <b>DRIGGERS ENGINEERING SERVICES, INC.</b> There will be a charge for hard copies.
4.	Any equipment rental will be charged at Cost.



**ENGINEERING  
TECHNOLOGIES**

C o n s u l t i n g   E n g i n e e r s

3551 W. Lake Mary Blvd., Suite 210  
Lake Mary, FL 32746  
Phone: (407) 322-0500

Pinellas County Utilities Engineering Consulting Services (RFP 156-0127-CN)

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$160
Project Manager	\$120
Senior Project Manager	-
Senior Scientist	-
Senior Engineer	-
Project Scientist	-
Project Engineer	\$105
Staff Scientist	-
Staff Engineer	\$92
Construction Manager	-
Senior Technician	-
Technician	-
Designer	-
Senior Designer	-
GIS Technician	-
Surveyor & Mapper	-
Senior Surveyor & Mapper	-
CADD Operator	\$65
Senior Clerical	-
Clerical	\$45
Inspector	-

**HOURLY RATES FOR PINELLAS COUNTY**

Principal	\$170.00
PE	\$125.00
Project Manager	\$130.00
EIT	\$80.00
Senior Designer	\$120.00
Designer	\$75.00
CAD	\$65.00
Admin	\$75.00

# LEGGETTE, BRASHEARS & GRAHAM, INC.

## PROFESSIONAL GROUNDWATER AND ENVIRONMENTAL ENGINEERING SERVICES

10014 North Dale Mabry Highway, Suite 205  
Tampa, FL 33618  
813-968-5882  
FAX 813-968-9244  
[www.lbgweb.com](http://www.lbgweb.com)

May 20, 2016

<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$242
Geologist	\$108
Senior CADD Technician	\$95
CADD Technician	\$85

<b>Hourly Rate(S): Geographic Information System (GIS)</b>	<b>Hourly Rate</b>
GIS Specialist	\$95

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$230
Project Manager	\$208
Senior Project Manager	\$208
Senior Scientist	\$150
Senior Engineer	\$150
Project Scientist	\$100
Project Engineer	\$100
Staff Scientist	\$85
Staff Engineer	\$85
Construction Manager	\$155
Senior Technician	\$95
Technician	\$85
GIS Technician	\$85
CADD Operator	\$95
Clerical	\$77

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
  
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
  
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 2016 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 McKim & Creed, Inc. with offices in Clearwater, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

## 2.5 KEY PERSONNEL

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

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

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

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

## **SECTION 11 RESOLUTION OF DISAGREEMENTS**

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

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

## **SECTION 12 CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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.

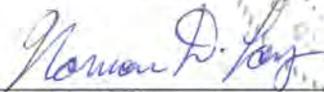
Firm Name: McKim & Creed, Inc.

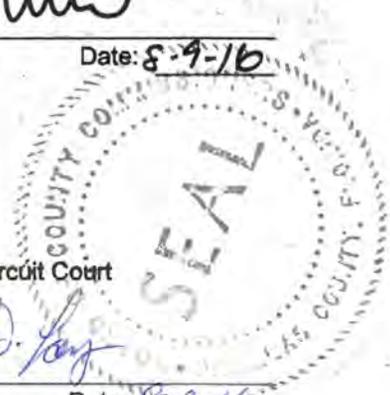
PINELLAS COUNTY, by and through its Board of  
County Commissioners

By:   
Print Name: Robert H. Garland  
Title: Vice President Date: 6/21/2016

By:   
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney



ENGINEERS

SURVEYORS

PLANNERS

**EXHIBIT A**  
**UTILITIES ENGINEERING CONSULTING SERVICES CONTRACT**  
**156-0127-CN**  
**SCHEDULE OF RATES**  
**June 17, 2016**

<b>Classification</b>	
<b>Hourly Rate(S): Engineering Services</b>	<b>Hourly Rate</b>
Principal	\$262
Regional Manager	\$250
Engineering Manager	\$195
Senior Project Manager	\$185
Project Manager	\$155
Technical Specialist III	\$215
Technical Specialist II	\$185
Technical Specialist I	\$155
Senior Engineer / Project Engineer IV	\$180
Project Engineer III	\$155
Staff Engineer / Project Engineer II	\$125
Engineer Intern	\$100
Lead Programmer	\$160
Programmer	\$140
Field Technician	\$100
Designer III	\$100
Designer II	\$92
Designer I	\$87
Sr. CAD Technician	\$87
CAD Technician	\$75
Sr. Project Administrator	\$87
Project Administrator	\$75
Administrative Assistant	\$65
Architect	\$135
Principal Geotechnical Engineer	\$195
Senior Geotechnical Engineer	\$170
Laboratory Director	\$135
Field Technician (Geotechnical)	\$65
Construction Manager	\$160
Sr. Construction Administrator	\$130
Sr. Project Representative	\$110
Project Representative	\$86

1365 Hamlet Avenue  
 Clearwater, FL 33765

727.442.7196.

Fax 727.461.3827

www.mckimcreed.com

<b>Classification</b>	
<b>Hourly Rate(S): Field Surveying</b>	<b>Hourly Rate</b>
Survey Manager	\$180
Sr. Surveyor/Project Manager II	\$144
Sr. Surveyor/Project Manager I	\$130
Project Surveyor	\$100
Survey Intern	\$87
Senior Survey CAD Technician	\$80
Survey CAD Technician	\$70
Survey Technician	\$60
Survey Field Supervisor	\$80
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$90
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$120
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$160
Photogrammetrist	\$140
Photogrammetric Technician	\$80
<b>Classification</b>	
<b>Hourly Rate(S): Subsurface Utility Engineering</b>	<b>Hourly Rate</b>
Utility Engineering Manager	\$170
Utility Engineering Sr. Project Manager	\$150
Utility Engineering Technician II	\$80
Utility Engineering Technician I	\$70
Utility Engineering Specialist	\$90
Utility Engineering Analyst	\$80
Utility Engineering Party (2 Person Crew)	\$120
Utility Engineering Party (3 Person Crew)	\$160
<b>Classification</b>	
<b>Hourly Rate(S): Geographic Information System (GIS)</b>	<b>Hourly Rate</b>
GIS Manager	\$140
GIS Specialist	\$90
GIS Technician	\$76
<b>Classification</b>	
<b>Hourly Rate(S): Environmental Services</b>	<b>Hourly Rate</b>
Principal Scientist	\$160
Senior Scientist IV	\$135
Senior Scientist III	\$125
Senior Scientist II	\$110

Senior Scientist I	\$100
Environmental Scientist II/III	\$90
Environmental Scientist I	\$85
Environmental Technician	\$60
<b>Classification</b>	
<b>Hourly Rate(S): Hydrogeology Services</b>	<b>Hourly Rate</b>
Principal in Charge	\$242
Senior Project Manager	\$208
Senior Scientist	\$150
Senior Engineer	\$150
Project Scientist	\$100
Project Engineer	\$100
Staff Scientist	\$85
Staff Engineer	\$85
Geologist	\$108
Senior Technician	\$95
<b>Classification</b>	
<b>Hourly Rate(S): Other</b>	<b>Hourly Rate</b>
2 – Person CCTV Inspection Crew	\$150.00
2 – Person Flow Monitoring Crew includes: safety equipment & instruments, vehicle, personnel and all supplies/fuel	\$140.00
3 – Person Smoke Testing Crew includes: safety equipment & instruments, vehicle, personnel and all supplies/fuel	\$225.00
1 – Person Jet/Vac Operator	\$75.00
2 – Person Manhole Inspection Crew includes: safety equipment & instruments, vehicle, personnel and all supplies/fuel	\$150.00
CCTV Inspection Truck (Equipment Only) includes: equipment & instruments, vehicle, personnel and all supplies/fuel	\$325.00
Combination Jet/Vac Truck (Equipment Only) includes: equipment & instruments, vehicle, personnel and all supplies/fuel	\$305.00
Open Channel Flow Meter (Equipment Only) includes: equipment & instruments	\$1.5
Rainfall Gauge ((Equipment Only) includes: equipment & instruments	\$0.25
Pipe Jetter (Equipment Only – 12” Pipe Max) includes: equipment/instruments, vehicle, personnel and all supplies/fuel	\$100.00
Smoke Blower (Equipment Only) includes: equipment & instruments	\$25.00

Billing rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.

Geotechnical field services and analytical testing fees are attached as Exhibit A-1 for reference.



**EXHIBIT A-1  
GEOTECHNICAL FIELD SERVICES AND ANALYTICAL TESTING FEES**

<b>2.0 DRILLING SERVICES</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$375.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water 2.4.1 Portable Self-Propelled Barge and Work Boat N/A	355.00/Hr. 970.00/Day
2.5	Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit) 2.5.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.3 100-150 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.5.4 150-200 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	14.00/LF 16.00/LF 16.00/LF 16.25/LF 18.25/LF 18.25/LF 19.25/LF 23.00/LF 23.00/LF 26.25/LF 31.75/LF 31.75/LF

**2.0 DRILLING SERVICES**  
(Continued)

ITEM	DESCRIPTION	UNIT FEE
2.6	Track-Mounted Drill Unit 2.6.1 0-50 Feet i. Soil ii. Rock iii. Cemented Soil (N>50) 2.6.2 50-100 Feet i. Soil ii. Rock iii. Cemented Soil (N>50)	\$ 18.25/LF 20.75/LF 20.75/LF  20.75/LF 24.00/LF 24.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment)	242.50/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	135.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	5.50/LF
2.10	Rock Coring 2.10.1 NX Size (approximately 2½") 2.10.2 2.5" Diameter	48.50/LF 64.50/LF
2.11	Temporary Casing (only if needed) 2.11.1 4" 2.11.2 6"	7.00/LF 10.25/LF
2.12	Patch Borehole in Asphalt or Concrete	64.50 Ea.

3.0 FIELD SERVICES		
ITEM	DESCRIPTION	UNIT FEE
3.1	Double-Ring Infiltration Test (local and depth $\leq 3$ feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 520.00 Ea.
3.2	Hand Auger Boring	10.75/LF
3.3	Hand Cone Penetrometer	3.75/LF.

4.0 LABORATORY GEOTECHNICAL TESTING		
ITEM	DESCRIPTION	UNIT FEE
4.1	Consolidation Test	\$ 375.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	187.50 Ea.
4.3	Unconfined Compression Test	135.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	32.50 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	70.00 Ea.
4.6	Organic Content (FM 1T-267)	32.50 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	32.50 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	145.00 Ea.

**4.0 LABORATORY GEOTECHNICAL TESTING**  
(Continued)

ITEM	DESCRIPTION	UNIT FEE
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 187.50 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	402.50 Ea.
4.11	Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	270.00 Ea.
4.12	Field Sampling of Materials	65.00/Hr.

**5.0 SOILS**

ITEM	DESCRIPTION	UNIT FEE
5.1	Laboratory Proctor Test (Standard ASTM D698 or Modified ASTM D1557)	\$ 107.50 Ea.
5.2	Field Density Test (Sand Cone ASTM D1556 or Nuclear ASTM D2922 Densitometer)	23.50 Ea.
5.3	Full-Time Senior Geotechnical Inspection	65.00/Hr.
5.4	Limerock Bearing Ratio (FM 5-515)	295.00 Ea.
5.5	Base or Subgrade Thickness Determination in Conjunction with Density Test	5.50 Ea.
5.6	Turbidity Test (NTU) (Plus Sampling Time)	21.50 Ea.
5.7	Limerock Analysis (Carbonates of Calcium and Magnesium) (FM 5-514)	70.00 Ea.
5.8	pH Determination (ASTM G-51-77) Corrosion	27.50 Ea.
	5.14.1 pH Determination (ASTM D4972) Agricultural	37.50 Ea.

6.0 CONCRETE		
ITEM	DESCRIPTION	UNIT FEE
6.1	Cylinder Preparation (ASTM C31) of Fresh Concrete and Pick-Up includes Slump Test (ASTM C143) Temperature (ASTM C-1064) and All Pertinent Field Data	65.00/Hr.
6.2	<u>Laboratory Compression Testing</u> 6"x12" Cylinders 3"x3"x6" Prisms 2"x2" Cubes	11.75 Ea. 16.25 Ea. 16.25 Ea.
6.3	Air Content of Fresh Concrete (ASTM C173 or C231)	16.25 Ea.
6.4	Beam Preparation (ASTM C31) of Fresh Concrete and Pick-Up - Includes Slump Test (ASTM C143) Temperature (ASTM C1064) and All Pertinent Data	65.00/Hr.
6.5	Laboratory Flexural Strength of Molded Beams (ASTM C78)	27.50 Ea.
6.6	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00/Hr.
6.7	Coring of Hardened Concrete (ASTM C42) 6.9.1 Additional Diamond Bit Charge D = Core Diameter in Inches LI = Core Length in Lineal Inches	80.00/Hr. D x 2.50/LI
6.8	Laboratory Compression of Concrete Cores (ASTM C39)	27.50 Ea.

7.0 AGGREGATE TESTING		
ITEM	DESCRIPTION	UNIT FEE
7.1	Gradation of Fine Aggregate (ASTM C136)	\$ 32.50 Ea.
7.2	Gradation of Coarse Aggregate (ASTM C136)	50.00 Ea.
7.3	Specific Gravity and Absorption of Fine Aggregate (ASTM C128)	50.00 Ea.
7.4	Specific Gravity and Absorption of Coarse Aggregate (ASTM C127)	50.00 Ea.
7.5	Los Angeles Abrasion	162.50 Ea.
7.6	Soundness of Aggregate Sodium Sulfate or Magnesium Sulfate (ASTM C88)	245.00 Ea.
7.7	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C29)	50.00 Ea.
7.8	Field Sampling for Laboratory Tests	65.00/Hr.

**8.0 SOIL-CEMENT**

ITEM	DESCRIPTION	UNIT FEE
8.1	Soil-Cement Design (P.C.A. or F.D.O.T. Method) - Includes Grainsize Analyses, proctor Curves, Specimen Compression and Recommended Cement Content	\$ 485.00 Ea.
8.2	Field Inspection during Processing of Plant Produced Placement - Includes Field Proctor, Density, Thickness and Cement Spread, If Applicable	65.00/Hr.
8.3	Laboratory Compression of Field Molded Specimens	13.50 Ea.
8.4	Laboratory Compression of Field Hardened Cores	27.50 Ea.
8.5	Soil-Cement Coring 8.5.1 Technician Time and Equipment 8.5.2 Core Bit Charge 8.5.3 Thickness Determination 8.5.4 Repair of Core Hole	70.00/Hr. 2.50/LI 5.50 Ea. 5.50 Ea.
8.6	Field Sampling of Raw Materials for Laboratory Design	65.00/Hr.

9.0 ASPHALT		
ITEM	DESCRIPTION	UNIT FEE
9.1	Asphalt Design	
	9.1.1 F.D.O.T. with Three Bitumen Contents	\$ 975.00 Ea.
	9.1.2 F.A.A. Design with Four Bitumen Contents	1,625.00 Ea.
9.2	Asphalt Plant Inspection	
	9.2.1 Senior Technician Inspector	75.00/Hr.
9.3	Field Inspection during Paving Activities	
	9.3.1 Senior Technician Inspector	75.00/Hr.
9.4	Laboratory Extraction and Gradation (FM IT-164 and FM IT-030)	120.00 Ea.
9.5	Marshall Stability and Properties (FM 5-511)	100.00 Ea.
9.6	Asphalt Coring	
	9.6.1 Technician Time and Equipment	70.00/Hr.
	9.6.2 Additional Diamond Bit Charge	2.50/LI
	9.6.3 Repair of Core Hole	8.75 Ea.
9.7	Laboratory Preparation of Field Paving Cores	5.50 Ea.
9.8	Laboratory Density of Field Paving Cores (FM IT-166)	13.50 Ea.
9.9	Laboratory Thickness of Field Paving Cores	8.00 Ea.
9.10	Field Sampling for Laboratory Tests	65.00/Hr.
9.11	Rice Gravity	55.00/Hr.
9.12	Gyratory Compaction	215.00 Ea.

<b>10.0 PILING INSPECTION</b>		
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT FEE</b>
10.1	Inspection of Auger-Cast, Drilled Shaft or Driven Pile	\$ 65.00/Hr.

\*Quoted Based on Project Requirements

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**  
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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August, 2016 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 Metzger & Willard, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

## 2.5 KEY PERSONNEL

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

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

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

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

#### **SECTION 11 RESOLUTION OF DISAGREEMENTS**

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

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

## **SECTION 12 CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

## **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: Metzger & Willard, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

*Nancy O. Metzger*

*[Signature]*

By: \_\_\_\_\_  
Print Name: Nancy O. Metzger  
Title: President Date: June 28, 2016

By: \_\_\_\_\_  
Chairman Date: 8-9-16



ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk Date: 8-9-16

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney

**Metzger + Willard, Inc.**  
Schedule of Rate Values  
26-May-16

Metzger + Willard, Inc.

Exhibit A

*Subconsultants*

Broadway

Exhibit B

EarthResources

Exhibit C

Tricon

Exhibit D

Tierra

Exhibit E

**Metzger + Willard, Inc.**  
**Schedule of Rate Values**  
**Exhibit A**

ENGINEERING Classification	Hourly Rate
Principal Engineer	\$ 220.00
Senior Project Manager	\$ 200.00
Project Manager	\$ 180.00
Senior Professional Engineer	\$ 180.00
Professional Engineer	\$ 133.00
Senior Construction Manager	\$ 160.00
Construction Manager	\$ 120.00
Senior Project Engineer	\$ 125.00
Project Engineer	\$ 115.00
Senior Resident Project Representative / Inspector	\$ 115.00
Resident Project Representative / Inspector	\$ 95.00
Design Engineer	\$ 100.00
Engineering Intern	\$ 80.00
Environmental Scientist	\$ 119.00
Senior Designer/CAD Technician	\$ 105.00
Designer/CAD Technician	\$ 90.00
Senior Engineering Technician	\$ 85.00
Engineering Technician	\$ 75.00
Senior CAD Technician/Drafter	\$ 80.00
CAD Technician/ Drafter	\$ 65.00
Senior Administrative Assistant	\$ 65.00
Administrative Assistant	\$ 55.00

SURVEY Classification	Hourly Rate
Principal In Charge	\$ 203.00
Senior Professional Surveyor and Mapper or Project Manager	\$ 145.00
Professional Surveyor and Mapper	\$ 108.00
SUE Manager	\$ 99.00
Party Chief	\$ 72.00
Instrument Operator	\$ 50.00
Survey Technician	\$ 89.00
Senior CADD Technician/Drafter	\$ 80.00
CADD Technician/Drafter	\$ 68.00

**NOTES:**

(1) Rates are fully loaded (burdened and include all labor, direct/indirect overhead, margins/profit, customary expenses (copies, postage, etc.) and travel within the Tampa Bay Metropolitan Area.

(2) Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance current Florida Statutes.

(3) Daily Rates are based on an 8-hour day.

**Metzger + Willard, Inc.**  
**Schedule of Rate Values**  
**Exhibit A (Cont)**

SURVEY Crew Classification	Hourly Rate	Daily Rate
One (1) Person Survey Team	\$ 106.00	\$ 848.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team	\$ 120.00	\$ 960.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team	\$ 150.00	\$ 1,200.00
<i>Including Standard Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ GPS	\$ 117.00	\$ 936.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ GPS	\$ 132.00	\$ 1,056.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team w/ GPS	\$ 160.00	\$ 1,280.00
<i>Including GPS Survey Equipment, vehicles, fuel and supplies</i>		
One (1) Person Survey Team w/ Robotic Instruments	\$ 121.00	\$ 968.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Two (2) Person Survey Team w/ Robotic Instruments	\$ 151.00	\$ 1,208.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		
Three (3 Person Survey Team w/ GPS	\$ 169.00	\$ 1,352.00
<i>Including Robotic Survey Equipment, vehicles, fuel and supplies</i>		

Utilities Designation / Location	Hourly Rate	Daily Rate
Designating Technician / Crew	\$ 208.00	\$ 1,175.00
<i>Includes all equipment, vehicles, personnel, supplies and fuel</i>		
Designating Technician / Crew with GPR	\$ 237.00	\$ 1,375.00
<i>Includes GPR equipment, vehicles, personnel, supplies, and fuel</i>		
Location Technician / Crew	\$ 294.00	\$ 1,750.00
<i>Includes Vaccum Extraction Equipment/Truck, vehicles, personnel, supplies and fuel</i>		
Maintenance of Traffic	\$ 375.00	
	<i>average charge</i>	
	<i>per set up</i>	

**NOTES:**

- (1) Rates are fully loaded (burdened and include all labor, direct/indirect overhead, margins/profit, customary expenses (copies, postage, etc.) and travel within the Tampa Bay Metropolitan Area.
- (2) Travel outside of the Tampa Bay Metropolitan Area will be charged in accordance current Florida Statutes.
- (3) Daily Rates are based on an 8-hour day.

# Broadway Engineering

## Schedule of Rate Values

### Exhibit B

Classification	Hourly Rate
Senior Project Manager	\$ 150.00
Senior Engineer	\$ 140.00
Engineer	\$ 132.00
Computer & CAD	\$ 75.00
Clerical	\$ 40.00

(1) For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

(2) Daily rate, if requested, assumes 8-hour day.

# Earth Resources

## Schedule of Rate Values

### Exhibit C

**Earth Resources, Inc.**  
**Standard Hourly Rates, June 1, 2016 – May 31, 2021**  
**Pinellas County**

Classification	Hourly Rate
GIS Manager	\$ -
GIS Field Technician	\$ -
GIS Technician	\$ -
GIS Specialist	\$ 85.00
GIS Analyst	\$ -
Environmental Scientist	\$ 95.00
Senior Scientist II	\$ 115.00

(1) For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

(2) Daily rate, if requested, assumes 8-hour day.

# Tricon Engineering

## Schedule of Rate Values

### Exhibit D

Classification	Hourly Rate
Principal Engineer	\$ 165.00
Senior Project Manager	\$ 150.00
Senior Engineer	\$ 140.00
Project Engineer	\$ 125.00
Staff Engineer	\$ 115.00
Construction Manager	\$ 108.00
Designer	\$ 65.00
Senior Designer	\$ 80.00
CADD Operator	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 50.00
Inspector	\$ 95.00

(1) For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

(2) Daily rate, if requested, assumes 8-hour day.

# Tierra

## Schedule of Rate Values

### Exhibit E

GEOTECHNICAL FIELD INVESTIGATION Classification	Unit	Hourly Rate
612-Geo Mobilization Drill Rig Truck Mount	Each	\$350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$700.00
610-Geo Mobilization Drill Rig Track Mount	Each	
418-Geo Drill Crew Support Vehicle	Day	\$160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	
405-Geo Barge (Owned)	Day	\$2,500.00
618-Geo Mobilization Support Boat	Each	\$500.00
Geo Support Safety Boat	Day	\$500.00
619-Geo Mobilization Tri-Pod	Each	
419-Geo Drilling Crew 2-Person	Hour	\$135.00
420-Geo Drilling Crew 3-Person	Hour	\$185.00
Geo SPT Truck 0-50 Ft	LF	\$12.90
Geo SPT Truck 50-100 Ft	LF	\$17.00
Geo SPT Truck 100-150 Ft	LF	\$31.00
Geo SPT Truck 150-200 Ft	LF	\$39.00
478-Geo SPT Truck-Mud Bug 0-50 FL	LF	\$15.20
479-Geo SPT Truck-Mud Bug 50-100 FL	LF	\$18.10
480-Geo SPT Truck-Mud Bug 100-150 FL	LF	\$32.00
481-Geo SPT Truck-Mud Bug 150-200 FL	LF	\$42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$53.00
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$70.00
Geo Grout Boreholes-Truck 0-050 Ft	LF	\$5.25
Geo Grout Boreholes-Truck 50-100 Ft	LF	\$7.00
Geo Grout Boreholes-Truck 100-150 Ft	LF	\$10.25
Geo Grout Boreholes-Truck 150-200 Ft	LF	\$14.00
440-Geo Grout Boreholes - Truck/Mud Bug 000-050 Ft	LF	\$6.25
441-Geo Grout Boreholes - Truck/Mud Bug 050-100 Ft	LF	\$8.00
442-Geo Grout Boreholes - Truck/Mud Bug 100-150 Ft	LF	\$13.10
443-Geo Grout Boreholes - Truck/Mud Bug 150-200 Ft	LF	\$18.00
435-Geo Grout Boreholes - Barge/Track/Amphibious 000-050 Ft	LF	\$8.50
436-Geo Grout Boreholes - Barge/Track/Amphibious 050-100 Ft	LF	\$11.25
437-Geo Grout Boreholes - Barge/Track/Amphibious 100-150 Ft	LF	\$17.25
438-Geo Grout Boreholes - Barge/Track/Amphibious 150-200 Ft	LF	\$25.00

GEOTECHNICAL FIELD INVESTIGATION Cont:	Unit	Hourly Rate
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$22.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$ 25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$ 60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$ 80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$ 94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$ 71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$ 71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$ 85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$ 85.00
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$ 71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$ 71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$ 85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$ 85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$ 200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$ 200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$ 200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$ 200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$ 200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50
402-Geo Auger Borings- Track	LF	\$ 12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$ 6.25

GEOTECHNICAL FIELD INVESTIGATION Cont.		Unit	Hourly Rate
Piezometer Permit Cost Actual	Each	Actual	
403-Geo Backhoe (Owned)	Day	\$	600.00
416-Geo Dozer (Owned)	Day	\$	800.00
Site Clearing to Access Boring or Test Locations	Hour	\$	210.00
407-Geo Chainsaw (Owned)	Day	\$	28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$	525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$	2,800.00
ASPHALT and CONCRETE PAVEMENT CORING Classification		Unit	Hourly Rate
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$	125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$	110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$	125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$	110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$	110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$	110.00
603-Mobilization Asphalt Coring equipment	Each	\$	250.00
606-Mobilization Concrete Coring	Each	\$	250.00
GEOTECHNICAL SOIL LABORATORY TESTING Classification		Unit	Hourly Rate
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$	42.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$	10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$	131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$	67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$	175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$	35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$	46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$	46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$	48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$	42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$	130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$	70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$	60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$	175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$	175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$	115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$	111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$	138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$	138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$	580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$	50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$	250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$	340.00

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

**ENGINEERING, CEI and TECHNICAL SUPPORT Classification**

Project Manager	Hour	\$ 166.50
Senior Engineer	Hour	\$ 171.00
Chief Scientist	Hour	\$ 137.04
Senior Project Engineer	Hour	\$ 141.64
Geotechnical Engineer	Hour	\$ 113.81
Engineering Intern	Hour	\$ 96.62
Senior Scientist	Hour	\$ 115.65
Designer	Hour	\$ 93.32
Sr Engineering Technician	Hour	\$ 82.61
Geotechnical Technician	Hour	\$ 66.39
Secretary/Clerical	Hour	\$ 72.00

- (1) For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.
- (2) Daily rate, if requested, assumes 8-hour day.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
  
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
  
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>TH</sup> day of August 20 16 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 Parsons Environment & Infrastructure Group Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

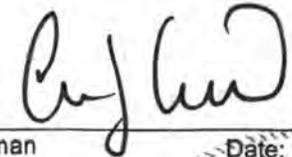
This Agreement shall be governed by the laws of the State of Florida.

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

Firm Name: Parsons Environment & Infrastructure Group Inc.

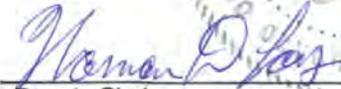
PINELLAS COUNTY, by and through its Board of County Commissioners

By:   
Print Name: Surendra K. Thakral  
Title: Senior V.P. Date: 6/30/16

By:   
Chairman Date: 8-9-16

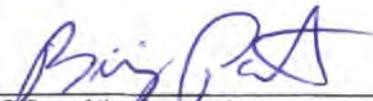


ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Deputy Clerk Date: 8-9-16

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By:   
Office of the County Attorney

**EXHIBIT A - STAFF RATES (PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP, INC.)**

LABOR CATEGORY	HOURLY RATE <sup>(1)</sup>	DAILY RATE <sup>(2)</sup>
<b>PROJECT MANAGEMENT/SUPERVISION</b>		
• Project Manager, Senior	\$ 225.00	--
• Project Manager	\$ 199.00	--
• Project Controls Manager	\$ 208.00	--
• Project Controls Engineer, Senior	\$ 152.00	--
• Project Controls Engineer	\$ 121.00	--
<b>TECHNICAL STAFF (CIVIL, ELECTRICAL, HVAC, STRUCTURAL, MECHANICAL, ENVIRONMENTAL, FIRE PROTECTION)</b>		
• Technical Director	\$ 254.00	--
• Engineer, Principal	\$ 226.00	--
• Engineer, Senior	\$ 173.00	--
• Engineer, Project	\$ 130.00	--
• Engineer	\$ 121.00	--
• Engineer Junior	\$ 101.00	--
• Principal Designer	\$ 165.00	--
• Senior Designer	\$ 121.00	--
• CADD Designer	\$ 99.00	--
• Scientist, Principal	\$ 161.00	--
• Scientist, Senior	\$ 117.00	--
• Scientist	\$ 86.00	--
• Geologist/Hydrogeologist, Principal	\$ 191.00	--
• Geologist/Hydrogeologist, Senior	\$ 130.00	--
• Geologist/Hydrogeologist	\$ 101.00	--
• GIS Specialist, Principal	\$ 161.00	--
• GIS Specialist, Senior	\$ 130.00	--
• GIS Specialist	\$ 106.00	--
• Planner	\$ 137.00	--
• Architect, Principal	\$ 196.00	--
• Architect, Senior	\$ 165.00	--
• Architect	\$ 137.00	--
<b>CONSTRUCTION/FIELD SUPPORT STAFF</b>		
• Construction Manager	\$ 194.00	--
• Resident Engineer	\$ 171.00	--
• Inspector, Chief	\$ 154.00	--

**EXHIBIT A - STAFF RATES (PARSONS ENVIRONMENT & INFRASTRUCTURE GROUP, INC.)**

LABOR CATEGORY	HOURLY RATE <sup>(1)</sup>	DAILY RATE <sup>(2)</sup>
• Inspector, Senior	\$ 122.00	--
• Inspector/Field Technician	\$ 101.00	--
<b>OFFICE STAFF</b>		
• Technical Writer/Editor, Senior	\$ 127.00	--
• Senior Administrative Assistant	\$ 112.00	--
• Administrative Assistant	\$ 86.00	--
• Document Control Coordinator, Principal	\$ 156.00	--
• Document Control Coordinator, Senior	\$ 101.00	--
• Document Control Coordinator	\$ 86.00	--

(1) Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

(2) Daily rate, if requested, assumes 8 hour day.



# CUMBEY & FAIR, INC.

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

## Exhibit A

### SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

May 2016

<b>Classification</b>	<b>Daily Rate</b>
<b>Daily Rate(S): Field Surveying</b>	
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$620.00
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,040.00
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,356.00
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,672.00
One (1) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$720.00
Two (2) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1,140.00
Three (3) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1,456.00
Four (4) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1,872.00
One (1) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	\$720.00
Two (2) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,340.00
Three (3) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,760.00
Four (4) Person Survey Team includes <b>LiDAR/Laser</b> scanning equipment, vehicles, personnel, and all supplies/fuel	\$2,076.00
Hydrographic Survey Team Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	\$1,760.00
<b>Daily Rate(S): Utility Designation</b>	<b>Daily Rate</b>
Designating Technician/Crew Includes all equipment, vehicles, personnel, supplies and fuel	\$1,320.00
Designating Technician/Crew Includes GPR equipment, vehicles, personnel, supplies and fuel	\$1,320.00

CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS



# CUMBEY & FAIR, INC.

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

<b>Daily Rate(S): Utility Location</b>	<b>Daily Rate</b>
Location Technician/Crew Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	\$1,420.00
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Senior Professional Surveyor and Mapper or Project Manager	\$145.00
Professional Surveyor and Mapper	\$109.00
SUE Manager	\$150.00
Geologist	n/a
Senior CADD Technician	\$90.00
CADD Technician	\$78.00
Technical Support	n/a

<b>Services</b>	<b>Rate</b>
Title Search Report	n/a
Title Search Report Updates	n/a



# EARTH RESOURCES

CONSULTING SCIENTISTS

**Earth Resources, Inc.**  
**Standard Hourly Rates, June 1, 2016 – May 31, 2021**  
**Pinellas County**

<b>EXHIBIT A - ENVIRONMENTAL RATES</b>		
<b>Labor Category</b>	<b>Hourly Rate <sup>(1)</sup></b>	<b>Daily Rate <sup>(2)</sup></b>
GIS Manager	\$	
GIS Field Technician	\$	
GIS Technician	\$	
GIS Specialist	\$ 85.00	
GIS Analyst	\$	
Environmental Scientist II	\$ 95.00	
Senior Scientist	\$ 115.00	

<sup>(1)</sup> For each hourly rate, the rate structure must be fully loaded (burdened). Each hourly rate must include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes.

<sup>(2)</sup> Daily rate, if requested, assumes 8-hour day.



GEOTECHNICAL • ENVIRONMENTAL  
MATERIALS TESTING

STANDARD FEE SCHEDULE

Consultant Services for Professional Engineering for Pinellas County Utilities

Contract No.: 156-0127-CN (RW)

May 16, 2016

Service Element	Unit	Cost Per Unit
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I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment			
Pinellas County County	Each	\$	475.00
Specialized ATV/Mudbug	Each	\$	650.00
Support Vehicle	Per Trip	\$	187.00
Track Mounted Equipment	Each	\$	1,800.00
Barge Mounted Equipment	Each	\$	8,500.00
Safety Boat	Per Trip	\$	500.00

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings

0 - 50 feet	L.F.	\$	14.50
50-100 feet	L.F.	\$	17.50
100 -150 feet	L.F.	\$	32.50

b. Grout Seal Boreholes

0 - 50 feet	L.F.	\$	6.50
50-100 feet	L.F.	\$	7.50
100-150 feet	L.F.	\$	10.50

c. Casing Allowance

0 - 50 feet	L.F.	\$	9.00
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	13.00

d. Rock Coring

0 - 50 feet	L.F.	\$	42.50
50-100 feet	L.F.	\$	49.75
100-150 feet	L.F.	\$	58.00

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings

0 - 50 feet	L.F.	\$	22.50
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50-100 feet	L.F.	\$	26.50
100-150 feet	L.F.	\$	49.50
b. Grout-Seal Boreholes			
0 - 50 feet	L.F.	\$	8.25
50-100 feet	L.F.	\$	11.00
100-150 feet	L.F.	\$	15.60
c. Casing Allowance			
0 - 50 feet	L.F.	\$	14.00
50-100 feet	L.F.	\$	16.00
100-150 feet	L.F.	\$	17.90
d. Rock Coring			
0 - 50 feet	L.F.	\$	48.50
50-100 feet	L.F.	\$	59.00
100-150 feet	L.F.	\$	69.50
4. Extra Split Spoon Samples			
0 - 50 feet	Each	\$	37.00
50-100 feet	Each	\$	42.10
100-150 feet	Each	\$	43.30
5. Auger Borings			
0 - 50 feet LF	L.F.	\$	10.50
6. Backhoe for Test Pit Excavation			
Cost based on equipment rental (TBN) and labo	Per Day		
7. Shelby Tube Samples			
0 - 50 feet	Each	\$	200.00
8. Infiltration Tests			
	Each	\$	513.00
9. Permeability Tests			
	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	1,250.00
Flagmen	Per Day	\$	1,250.00
11. Hand Probes (2-man Crew)			
	Per Day	\$	1,250.00
12. 2 inch Piezometer Installation LF			
	L.F.	\$	42.75
13. Drilling Permits if required			
	Per Boring	\$	65.00
14. Site Clearing/Difficult Access			
Cost based on equipment rental (TBN) and labo	Per Day		
15. Pavement Cores (Asphalt)			
	Per Boring	\$	210.00

## II. LABORATORY INVESTIGATION

1. Visual Examination/Stratify Per Set (1 Set = 5feet)	Set	\$	8.00
2. Natural Moisture Content Tests	Each Test	\$	10.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	85.00
	Each Test	\$	70.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	120.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	50.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	450.00
8. Consolidation Test	Each Test	\$	550.00
9. Specific Gravity	Each Test	\$	85.00
10. Triaxial Shear Test (per point)	Each Test	\$	195.00
11. Split Tension Test	Each Test	\$	150.00
12. Unconfined Compression Test	Each Test	\$	145.00

### III. ENGINEERING AND TECHNICAL SERVICES

1. Project Manager	Hour	\$	185.00
2. Chief Engineer	Hour	\$	225.00
3. Senior Engineer	Hour	\$	179.00
4. Project Engineer	Hour	\$	142.00
5. Engineer	Hour	\$	135.00
6. Geologist	Hour	\$	95.00
7. Sr. Technician	Hour	\$	78.00
8. Technician	Hour	\$	65.00
9. CADD Technician	Hour	\$	78.00
10. Clerical	Hour	\$	67.00

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<u>Employers' Liability Limits</u>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

- (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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

**PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT**  
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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 2016 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 Reiss Engineering, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

## 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

## 2.5 KEY PERSONNEL

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

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

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

### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: Reiss Engineering, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: *Mark A. Burgess*  
Print Name: Mark A. Burgess  
Title: Vice President Date: 06/24/2016

By: *[Signature]*  
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: *[Signature]*  
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *[Signature]*  
Office of the County Attorney



# REISS ENGINEERING

## Reiss Engineering, Inc. (Prime)

### Rate Sheet for Pinellas County Professional Services – Continuing

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$260.00
Project Manager	\$180.00
Senior Project Manager	\$208.00
Construction Manager	\$158.00

<b>Other</b>	<b>Hourly Rate</b>
Principal Engineer	\$228.00
Client Services Manager	\$264.00
Senior Engineer I	\$158.00
Senior Engineer II	\$174.00
Senior Engineer III	\$191.00
Project Engineer I	\$111.00
Project Engineer II	\$135.00
Project Engineer III	\$141.00
Sr. CADD Designer	\$158.00
Sr. CADD Technician	\$109.00
CADD Technician	\$96.00
Technician I	\$67.00
Technician II	\$89.00
Technician III	\$90.00
Project Manager Assistant	\$74.00
Administrator II	\$74.00
Administrator I	\$61.00

**MC Squared (Subconsultant)**

**Rate Sheet for**  
**Pinellas County Professional Services – Continuing**

<b>Classification</b>	<b>Daily Rate</b>
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Geologist	\$95.00
CADD Technician	\$78.00

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$195.00
Senior Engineer	\$179.00
Project Engineer	\$149.00
Engineer	\$135.00
Senior Technician	\$78.00
Technician	\$65.00

<b>Services (Field Investigation)</b>	<b>Rate</b>
<b>Mobilization of Men and Equipment</b>	<b>Rate</b>
Truck Mounted Equipment	\$475.00/ea
Specialized ATV/Mudbug	\$650.00/ea
Support Vehicle	\$187.00/per trip
Track Mounted Equipment	\$1,800.00/ea
Barge Mounted Equipment	\$8,500.00/ea
Safety Boat	\$500/per trip
<b>Truck Mounted Equipment</b>	<b>Rate</b>
Standard Penetration Test (SPT) Borings – 0-50ft	\$14.5/LF
Standard Penetration Test (SPT) Borings – 50-100ft	\$17.5/LF
Standard Penetration Test (SPT) Borings – 100-150ft	\$32.5/LF
Grout Seal Boreholes – 0-50ft	\$6.50/LF
Grout Seal Boreholes – 50-100ft	\$7.5/LF
Grout Seal Boreholes – 100-150ft	\$10.50/LF
Casing Allowance – 0-50ft	\$9.00/LF
Casing Allowance – 50-100ft	\$11/LF
Casing Allowance – 100-150ft	\$13/LF
Rock Coring – 0-50ft	\$42.50/LF
Rock Coring – 50-100ft	\$49.75/LF
Rock Coring – 100-150ft	\$58/LF
<b>Barge/Track Mounted Drilling Equipment</b>	<b>Rate</b>
Standard Penetration Test (SPT) Borings – 0-50ft	\$22.5/LF
Standard Penetration Test (SPT) Borings – 50-100ft	\$46.50/LF
Standard Penetration Test (SPT) Borings – 100-150ft	\$49.50/LF
Grout Seal Boreholes – 0-50ft	\$8.25/LF
Grout Seal Boreholes – 50-100ft	\$11.00/LF
Grout Seal Boreholes – 100-150ft	\$15.60/LF


**REISS ENGINEERING**

<b>Services (Field Investigation)</b>	<b>Rate</b>
Casing Allowance – 0-50ft	\$14.00/LF
Casing Allowance – 50-100ft	\$16.00/LF
Casing Allowance – 100-150ft	\$17.90/LF
Rock Coring – 0-50ft	\$48.50/LF
Rock Coring – 50-100ft	\$59.00/LF
Rock Coring – 100-150ft	\$69.50/LF
Extra Split Spoon Samples – 0-50ft	\$37.00/ea
Extra Split Spoon Samples – 50-100ft	\$42.10/ea
Extra Split Spoon Samples – 100-150ft	\$43.30/ea
Auger Borings – 0-50ft	\$10.50/LF
Shelby Tube Samples – 0-50ft	\$200.00/ea
Infiltration Tests	\$513.00/ea
Permeability Tests	\$515.00/ea
Flagmen (2-man crew)	\$1,250.00/per day
Barricades/MOT	\$1,250.00/per day
Hand Probes (2-man crew)	\$1,250.00/per day
2 inch Piezometer Installation	\$42.50/LF
Drilling Permits (if required)	\$65.00/per boring
Pavement Cores (asphalt)	\$210.00/per boring
<b>Services (Laboratory Investigation)</b>	<b>Rate</b>
Visual Examination/Stratify – Per Set (1 Set = 5 feet)	\$8.00/set
Natural Moisture Content Tests	\$10.50/ea test
Grain Size Analysis (Full Gradation)	\$85.00/ea test
Grain Size Analysis (Single Sieve)	\$70.00/ea test
Organic Content Test	\$45.00/ea test
Atterberg Limit Tests	\$120.00/ea test
Atterberg Limit Tests – Liquid Limit Only	\$70.00/ea test
Atterberg Limit Tests – Plastic Limit Only	\$50.00/ea test
Environmental Test (pH, sulfates, chlorides, resistivity)	\$195.00/ea test
Limerock Bearing Ratio Test	\$450.00/ea test
Consolidation Test	\$550.00/ea test
Specific Gravity	\$85.00/ea test
Triaxial Shear Test (per point)	\$195.00/ea test
Split Tension Test	\$150.00/ea test
Unconfined Compression Test	\$145.00/ea test
<b>Other</b>	<b>Hourly Rate</b>
Chief Engineer	\$225.00
Administration	\$67.00



# REISS ENGINEERING

Billier Reinhart Engineering Group, Inc. (Subconsultant)

Rate Sheet for  
Pinellas County Professional Services – Continuing

<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge, PE	\$225.00

<b>Classification</b>	<b>Hourly Rate</b>
Project Manager	\$195.00
Project Engineer	\$135.00
Senior Structural Engineer, PE	\$180.00
Senior Engineering Technician	\$150.00
Engineering Technician / CADD	\$87.00
Administrative Support	\$75.00



# REISS ENGINEERING

Engineering Design Technologies Corp. (Subconsultant)

Rate Sheet for  
Pinellas County Professional Services – Continuing

<b>Classification</b>	<b>Hourly Rate</b>
Principal-in-Charge	\$260.00
Principal Engineer	\$228.00
Senior Project Manager	\$208.00
Senior CADD Designer	\$145.00
Senior Clerical	\$82.00



# REISS ENGINEERING

## Scheda (Subconsultant)

### Rate Sheet for Pinellas County Professional Services – Continuing

<b>Classification</b>	<b>Hourly Rate</b>
Clerical	\$55.00

<b>Services</b>	<b>Hourly Rate**</b>
Scientific Diver Fee – SCUBA* depths ≤ 30 feet	\$137.50
Scientific Diver Fee – SCUBA* depths > 30 feet	\$162.50
<b>Other</b>	<b>Hourly Rate</b>
Expert Witness	\$175.00
Principal Scientist	\$160.00
Senior Scientist IV	\$135.00
Senior Scientist III	\$125.00
Senior Scientist II	\$110.00
Senior Scientist I	\$100.00
Environmental Scientist II/III	\$90.00
Environmental Scientist I	\$85.00
Senior CAD Designer	\$85.00
GIS Specialist	\$80.00
Environmental Technician	\$60.00

\*Dive Team (three member team) and boat captain rates are available.

\*\*Minimum billing of four (4) hours. Includes SCUBA equipment.



# REISS ENGINEERING

## Bayside Engineering (Subconsultant)

### Rate Sheet for Pinellas County Professional Services – Continuing

<b>Classification</b>	<b>Daily Rate</b>
<b>Daily Rate(S): Field Surveying</b>	
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$60.18
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$104.25
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$150.99
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$176.49
One (1) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$60.18
Two (2) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$104.25
Three (3) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$150.99
Four (4) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$176.49

<b>Classification</b>	<b>Hourly Rate</b>
Senior Engineer	\$198.00
Project Engineer	\$108.50
Technician	\$91.00
Senior Designer	\$136.00
Designer	\$74.52
Senior Surveyor & Mapper	\$128.19
Surveyor & Mapper	\$108.00
Clerical	\$70.06

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- l) 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
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August, 2016 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 Tetra Tech, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 6th Floor, Clearwater, FL 33756.**

**SECTION 28  
GOVERNING LAW AND AGREEMENT EXECUTION**

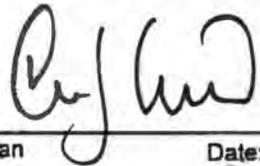
This Agreement shall be governed by the laws of the State of Florida.

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

Firm Name: Tetra Tech, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

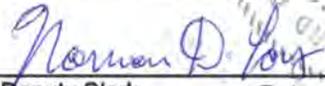
By:   
Print Name: William R. Brownlie  
Title: Senior V. P. Date: 6/17/16

By:   
Chairman Date: 8-9-16



(CORPORATE SEAL)

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By:   
Deputy Clerk Date: 8-9-16



APPROVAL AS TO FORM:

By:   
Office of the County Attorney



<b>Classification</b>	
<b>Daily Rate(s): Field Surveying</b>	<b>Daily Rate</b>
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,000.00
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,500.00
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$2,000.00
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$2,600.00
One (1) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1,000.00
Two (2) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$1,500.00
Three (3) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$2,000.00
Four (4) Person Survey Team includes <b>GPS</b> equipment, vehicles, personnel, and all supplies/fuel	\$2,600.00
<b>Daily Rate(s): Utility Designation (Subconsultants: Omni Communications)</b>	<b>Daily Rate</b>
Designating Crew (3-person) Includes all equipment, vehicles, personnel, supplies and fuel	\$2,600.00
<b>Daily Rate(s): Utility Location (Subconsultants: Omni Communications)</b>	<b>Daily Rate</b>
Locating Crew (3-person) Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	\$2,750.00
<b>Hourly Rate(s): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	\$264.00
Program Manager	\$250.00
Senior Project Manager	\$220.00
Project Manager 2	\$190.00
Project Manager 1	\$180.00
<b>Hourly Rate(s): Engineers</b>	<b>Hourly Rate</b>
Principal Engineer	\$230.00
Senior Engineer 3	\$198.00
Senior Engineer 2	\$193.00
Senior Engineer 1	\$188.00
Project Engineer 2	\$140.00
Project Engineer 1	\$135.00
Engineer 3	\$125.00
Engineer 2	\$120.00
Engineer 1	\$90.00
<b>Hourly Rate(s): Engineering Designers</b>	<b>Hourly Rate</b>
Senior Engineering Designer 2	\$140.00
Senior Engineering Designer 1	\$125.00
Engineering Designer 3	\$115.00
Engineering Designer 2	\$95.00
Engineering Designer 1	\$85.00



<b>Hourly Rate(s): Scientists (Tetra Tech, Inc. and Subconsultants: Scheda Ecological Associates)</b>	<b>Hourly Rate</b>
Senior Scientist 2	\$156.00
Senior Scientist 1	\$135.00
Scientist 3	\$100.00
Scientist 2	\$95.00
Scientist 1	\$80.00
<b>Hourly Rate(s): Technicians</b>	<b>Hourly Rate</b>
Senior Technician 3	\$140.00
Senior Technician 2	\$130.00
Senior Technician 1	\$125.00
Technician 3	\$90.00
Technician 2	\$75.00
Technician 1	\$55.00
<b>Hourly Rate(s): Computer Aided Design (CAD)</b>	<b>Hourly Rate</b>
CAD Director	\$130.00
Senior CAD Designer 2	\$120.00
Senior CAD Designer 1	\$110.00
CAD Designer	\$90.00
CAD Technician 3	\$85.00
CAD Technician 2	\$75.00
CAD Technician 1	\$70.00
<b>Hourly Rate(s): Geographic Information Systems (GIS)</b>	<b>Hourly Rate</b>
Senior GIS Application Developer	\$160.00
GIS Application Developer	\$130.00
Senior GIS Analysis	\$100.00
GIS Analyst 2	\$90.00
GIS Analyst 1	\$75.00
<b>Hourly Rate(s): Project Administration</b>	<b>Hourly Rate</b>
Senior Project Administrator	\$100.00
Project Administrator	\$90.00
Project Assistant 2	\$70.00
Project Assistant 1	\$65.00
<b>Hourly Rate(s): Construction Observation</b>	<b>Hourly Rate</b>
Senior Construction Project Representative 2	\$150.00
Senior Construction Project Representative 1	\$125.00
Construction Project Representative 2	\$90.00
Construction Project Representative 1	\$80.00
<b>Hourly Rate(s): Construction Administration</b>	<b>Hourly Rate</b>
Senior Construction Administrator	\$110.00
Construction Administrator	\$75.00
<b>Hourly Rate(s): Construction Management</b>	<b>Hourly Rate</b>
Construction Director	\$200.00
Construction Manager 2	\$195.00
Construction Manager 1	\$150.00

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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**AGREEMENT**

**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL UTILITIES ENGINEERING SERVICES FOR  
Utilities Department**

THIS AGREEMENT, entered into on the 9<sup>th</sup> day of August 2016 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 Wade Trim, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY'S Utilities Department requires **PROFESSIONAL UTILITIES ENGINEERING SERVICES** on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL UTILITIES ENGINEERING SERVICES requisite to the management needs of the COUNTY'S Utilities 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**

Work consists of multidiscipline engineering projects relating to the planning, design, and other engineering services associated with Projects that may include, but are not limited to, water supply and treatment; transmission, distribution and collection pipe networks; sewage treatment facilities; utility relocations; pumping systems; hydraulic system network modeling; solid waste facilities; and hydrogeology related projects.

Services will include, but not be limited to, evaluation of alternatives, planning, engineering studies/modeling, preliminary design and engineering, final design (contract documents), permitting, value engineering, bidding assistance, construction engineering and inspections services, surveying, and project/program management. Plans shall be prepared in accordance with Civil 3D Pinellas County Kit Requirements (latest version), and the most recent Pinellas County technical standards.

**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 Utilities Engineering 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 licensed engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project

Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

#### 2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

#### 2.5 KEY PERSONNEL

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

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

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

#### 3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD Civil 3D latest version supported by Pinellas County, complete with all objects depicted according to software requirements identified in the
- 3.1.4 County's CADD Kit.
- 3.1.5 The CONSULTANT shall provide the following, if requested:
- A. Support to COUNTY staff in development of a scope of services.
  - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

- C. Quality control and constructability reviews of plans
  - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
  - E. Project Management support and preparation of independent cost estimates.
  - F. Status meetings as identified in each Work Assignment.
  - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.6 Design Phase (Services to be defined with each specific WORK assignment)
  - 3.1.7 Bidding Phase (Services to be defined with each specific WORK assignment)
  - 3.1.8 Other Engineering Services. (Services to be defined with each specific WORK assignment)
    - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Surveyor and Mapper (PSM).
    - 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 AutoCAD Civil 3D, latest version, utilizing the Pinellas County Kit.

### 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 Utilities Engineering or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

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

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

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

**SECTION 6  
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

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

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

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

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

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

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

**SECTION 7  
COMPENSATION TO THE CONSULTANT**

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.

- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

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

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

#### **SECTION 8 WORK ASSIGNMENTS**

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work Assignments require authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. 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 sub-consulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however; CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Utilities Engineering in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase 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 sub-consultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee.

**SECTION 11  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 12  
CONSULTANTS ACCOUNTING RECORDS**

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

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

12.3 The COUNTY reserves the privilege of auditing a 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 three 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 Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor 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 contractor 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**

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

#### **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**

Contractor 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. Contractor 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 Contractor 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.

**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, 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: Wade Trim, Inc.

PINELLAS COUNTY, by and through its Board of  
County Commissioners

By: [Signature]  
Print Name: Holly Kremers  
Title: Vice President Date: 6-29-16

By: [Signature]  
Chairman Date: 8-9-16

ATTEST:  
Ken Burke, Clerk of the Circuit Court

By: [Signature]  
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: [Signature]  
Office of the County Attorney



## Wade Trim Billing Rate Schedule

<b>Classification</b>	<b>Hourly Rate</b>
Principal Engineer	\$228.00
Project Manager	\$150.00
Senior Project Manager	\$185.00
Senior Scientist	\$140.00
Senior Engineer	\$175.00
Project Scientist	\$94.00
Project Engineer	\$122.00
Staff Scientist	\$80.00
Staff Engineer	\$90.00
Construction Manager	\$120.00
Senior Technician	\$98.00
Technician	\$80.00
Designer	\$95.00
Senior Designer	\$105.00
GIS Technician	\$98.00
Surveyor & Mapper	\$80.00
Senior Surveyor & Mapper	\$130.00
CADD Operator	\$96.00
Senior Clerical	\$74.00
Clerical	\$56.00
Inspector	\$68.00

**Wade Trim, Inc.**  
 8010 Woodland Center Boulevard  
 Suite 1200  
 Tampa, FL 33614

813.882.4373  
 888.499.9624  
 813.888.7215 fax  
[www.wadetrim.com](http://www.wadetrim.com)



## CUMBNEY & FAIR, INC.

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

### Exhibit A

#### SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

May 2016

Classification	Daily Rate
<b>Daily Rate(S): Field Surveying</b>	
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$620.00
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,040.00
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,356.00
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,672.00
One (1) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$720.00
Two (2) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,140.00
Three (3) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,456.00
Four (4) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,872.00
One (1) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$720.00
Two (2) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,340.00
Three (3) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,760.00
Four (4) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$2,076.00
Hydrographic Survey Team Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	\$1,760.00
<b>Daily Rate(S): Utility Designation</b>	
Designating Technician/Crew Includes all equipment, vehicles, personnel, supplies and fuel	\$1,320.00
Designating Technician/Crew Includes GPR equipment, vehicles, personnel, supplies and fuel	\$1,320.00

CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS

Wade Trim, Inc. 813.882.4373  
 8010 Woodland Center Boulevard 888.499.9624  
 Suite 1200 813.888.7215 fax  
 Tampa, FL 33614 www.wadetrim.com



## CUMBEY & FAIR, INC.

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

Daily Rate(S): Utility Location	Daily Rate
Location Technician/Crew Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	\$1,420.00
Hourly Rate(S): Office Function/Management/Supervision	Hourly Rate
Senior Professional Surveyor and Mapper or Project Manager	\$145.00
Professional Surveyor and Mapper	\$109.00
SUE Manager	\$150.00
Geologist	n/a
Senior CADD Technician	\$90.00
CADD Technician	\$78.00
Technical Support	n/a

Services	Rate
Title Search Report	n/a
Title Search Report Updates	n/a

Wade Trim, Inc. 813.882.4373  
 8010 Woodland Center Boulevard 888.499.9624  
 Suite 1200 813.888.7215 fax  
 Tampa, FL 33614 www.wadetrिम.com



6511-16-102  
Geotechnical and Contamination

Tierra Inc  
Exhibit A Fee Schedule  
Pages 1 through 5

PineHills County  
Utilities Engineering Consulting  
Contract No. 156-0127-CN(RW)

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



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Tierra Inc  
Exhibit A Fee Schedule  
Pages 1 through 5

Pinellas County  
Utilities Engineering Consulting  
Contract No. 156-0127-CN(RW)

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



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Geotechnical and Contamination

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



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Exhibit A Fee Schedule  
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PineHills County  
Utilities Engineering Consulting  
Contract No. 156-0127-CN(RW)

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

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Geotechnical and Contamination

Tierra Inc  
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Pinellas County  
Utilities Engineering Consulting  
Contract No. 156-0127-CN(RW)

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

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**Utilities Engineering Consulting Services (156-127-CN**

**Rate Schedule for Professional Services**

**ASRus, LLC**



**Tampa, FL**

Classification	
Hourly Rates: Office Function/Management/Professional/Supervision	
	Hourly Rate
Principal in Charge (P.G.)	\$190.00
Senior Professional Geologist (P.G.)	\$150.00
Senior Professional Engineer (P.E.)	\$150.00
Staff Scientist (Masters Degree, non-P.G.)	\$ 90.00
Senior Construction Manager (P.E. or P.G.)	\$125.00
Construction Manager (Bachelor's Degree, non-P.G or non P.E.)	\$ 80.00
Construction Manager (non-degreed)	\$ 50.00
Graphics Designer	\$ 80.00
Senior Clerical	\$ 60.00
Clerical	\$ 40.00

Services	Rate
Other	Rate

*Hourly Rates shown are good through the 5-year term of this agreement.*

5/16/2016

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GHD Services Inc.

Proposed Rates – UPDATED June 22, 2016

Classification	Daily Rate
<b>Daily Rate(S): Field Surveying</b>	
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	NA
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	NA
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	NA
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	NA
One (1) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	NA
Two (2) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	NA
Three (3) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	NA
Four (4) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	NA
One (1) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	NA
Two (2) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	NA
Three (3) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	NA
Four (4) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	NA
Hydrographic Survey Team Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	NA
<b>Daily Rate(S): Utility Designation</b>	
Designating Technician/Crew Includes all equipment, vehicles, personnel, supplies and fuel	NA
Designating Technician/Crew Includes GPR equipment, vehicles, personnel, supplies and fuel	NA
<b>Daily Rate(S): Utility Location</b>	
Location Technician/Crew Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	NA
<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Principal in Charge	NA
Senior Professional Surveyor and Mapper or Project Manager	NA

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Professional Surveyor and Mapper	NA
SUE Manager	NA
Geologist	NA
Senior CADD Technician	NA
CADD Technician	NA
Technical Support	NA

Hourly Rate(S): Geographic Information System (GIS)	Hourly Rate
GIS Manager	NA
GIS Field Technician	NA
GIS Technician	NA
GIS Specialist	NA
GIS Analyst	NA

Services	Rate
Title Search Report	NA
Title Search Report Updates	NA

Other	Rate
	NA

Classification	Hourly Rate
Principal Engineer	\$230
Project Manager	\$175
Senior Project Manager	\$200
Senior Scientist	\$157
Senior Engineer	\$170
Project Scientist	\$125
Project Engineer	\$130
Staff Scientist	\$105
Staff Engineer	\$110
Construction Manager	\$165
Senior Technician	\$98
Technician	\$90
Designer	\$75
Senior Designer	\$114
GIS Technician	\$110
Surveyor & Mapper	NA
Senior Surveyor & Mapper	NA
CADD Operator	\$73

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Senior Clerical	\$70
Clerical	\$62
Inspector	\$95

Services	Rate
Geotechnical Soil Borings: Drill Rig and 2-Person Team	\$1,700/Day
Geotechnical Soil Borings: Drill Rig and 3-Person Team	\$2,200/Day
Geophysical Field Services, Ground Penetrating Radar: 2-Person Team	\$2,000/Day
<b>Construction Materials Testing</b>	
Modified Proctor Test	\$135/Each
Set of 3 Concrete Cylinders: Cast, Pick-Up, Testing, and Reporting	\$160/Set
Field Density Tests, Sand Cone Method	\$55/Each
Field Density Tests, Nuclear Method	\$45/Each
Limerock Bearing Ratio Test	\$350/Each
Full Grain Size Distribution of Soil Sample	\$50/Each
Wash #200 of Soil Sample	\$30/Each
Natural Moisture Content of Soil Sample	\$15/Each
Organic Content of Soil Sample	\$90/Each

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer 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. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.
3. **INSURANCE:**
  - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter 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) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to [CertsOnly-Portland@ebix.com](mailto:CertsOnly-Portland@ebix.com). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
  - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
  - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
  - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
-----------------------------------------------------------------------------------------

- (1) Proposer 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 Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
  - (2) Should the Proposer, 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 Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
  - g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer 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 Proposer 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. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
  - h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
    - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer 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.

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

- (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 Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, 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 Proposer 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 Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

(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	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit	
Combined Single Limit Per Accident	\$ 1,000,000.00

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

Limits	
Each Occurrence	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00