

PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Transportation Professional Engineering Services

RFP CONTRACT NO. 190-0015-CN (SS)

CONTINUING FIRM: Cumbey and Fair, Inc.

PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

TABLE OF CONTENTS

SECTION 1 INTENT OF AGREEMENT	2
SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS	3
2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES	3
2.2 ASSIGNMENT OF WORK	3
2.3 CONSULTING RESPONSIBILITIES	3
2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS	4
2.5 KEY PERSONNEL	4
SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT	4
3.1 SERVICES	4
3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED	5
SECTION 4 PERFORMANCE SCHEDULES	5
SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY	6
SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS	6
SECTION 7 COMPENSATION TO THE CONSULTANT	7
SECTION 8 WORK ASSIGNMENTS	7
SECTION 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS	7
SECTION 10 SATISFACTORY PERFORMANCE	8
SECTION 11 RESOLUTION OF DISAGREEMENTS	8
SECTION 12 CONSULTANTS ACCOUNTING RECORDS	8
SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS	9
SECTION 14 INSURANCE COVERAGE	9
SECTION 15 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246	9
SECTION 16 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986	9
SECTION 17 PROHIBITION AGAINST CONTINGENT FEE	9
SECTION 18 TRUTH IN NEGOTIATIONS	10
SECTION 19 SUCCESSORS AND ASSIGNS	10
SECTION 20 INDEMNIFICATION	10
SECTION 21 INTEREST ON JUDGMENTS	10
SECTION 22 TERMINATION OF AGREEMENT	10
SECTION 23 AGREEMENT TERM	11
SECTION 24 CONFLICT OF INTEREST	11
SECTION 25 EXTENT OF AGREEMENT	11
SECTION 26 PUBLIC ENTITY CRIMES	11
SECTION 27 PUBLIC RECORDS	12
SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION	13

SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Public Works Department

THIS AGREEMENT, entered into on the 10th day of September 2020 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 **Cumbey and Fair, Inc.**, with offices in Clearwater, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Public Works Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with Transportation on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the management needs of the COUNTY Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Provide professional engineering services for the delivery of various projects programmed in the County's Capital Improvement Program (CIP). Projects selected for implementation under this design services contract may consist of, but not be limited to: preliminary design, roadways, transportation, resurfacing/restoration/rehabilitation (RRR), sidewalks, shared use paths, traffic, traffic/transportation studies, and transportation planning projects, including design of related roadway drainage, environmental, and utility improvements. Design of these projects may also include permitting, coordination with utility agency owners, public outreach, and right-of-way and easement acquisition

2.2 ASSIGNMENT OF WORK

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of a Florida licensed Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY's Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.

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

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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

- D. Project Implementation Services for design such as: Preliminary Design and Engineering studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

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 Two Million Five Hundred Thousand dollars (\$2,500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains one (1) additional Twenty-Four (24) term extension option, based upon performance, beyond the primary AGREEMENT period.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignment as needed throughout the AGREEMENT term; thus work assignment 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 assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via additional services to the work assignment. Such additional services will be issued by the Board of County Commissioners' Purchasing Department.

8.3 "Pursuant to recent amendments to Fla. Stat. § 287.055 *et seq.*, as amended, short titled the "Consultants' Competitive Negotiation Act," the COUNTY and the CONSULTANT agree that the CONSULTANT may provide professional services to the COUNTY for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 million, for study activity if the fee for professional services for each individual study under the contract does not exceed \$500,000, among other things."

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

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

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

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

SECTION 10 SATISFACTORY PERFORMANCE

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

23.2 This AGREEMENT may exercise a term extension subject to written notice of agreement from the County Administrator and CONSULTANT, for one (1) additional twenty-four (24) month term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

CONTRACTOR'S DUTY

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

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name: Cumbey and Fair, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: MATTHEW FABRIZIO

Title: VICE-PRESIDENT Date: 7-31-2020

By: 

Chairman

Date: 9/10/2020



ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: 9/10/2020

APPROVAL AS TO FORM:

By: _____

Office of the County Attorney

APPROVED AS TO FORM

By: 

Office of the County Attorney



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**

Re: Transportation – Professional Engineering Services

Contract No.: 190-0015-CN (SS)

Project Manager	\$215.00
Chief Engineer	\$235.00
Senior Engineer	\$195.00
Senior Project Engineer	\$180.00
Engineer	\$140.00
Senior Designer	\$130.00
Senior Engineering Technician	\$120.00
Engineering Technician	\$105.00
Secretary/Clerical	\$80.00
Senior Surveyor & Mapper	\$190.00
Surveyor & Mapper	\$150.00
Survey/GIS/SUE Analyst 3	\$115.00
Utility Locator	\$79.50
Utility Technician	\$67.00
Field Crew Supervisor	\$125.00
Party Chief	\$93.00
Instrument Man	\$63.00
Rod Man/Chain Man	\$47.50

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Client:

Pinellas County

Consultant: Agenor & Campbell
Structural Engineers, LLC

Contact:

Colin J. Campbell, P.E.
(727) 744-1338

Phone:

Contract Name:

Transportation - Professional Engineering Services

Attachment C

FDOT OH Rate	FCCM	Profit	Expense	Multiplier
204.28%	0.094%	0%	0.00%	3.04

Classification	Actual Rates (Date Here)	Actual Burdened Rates
Chief Engineer	\$ 74.10	\$ 225.53
Senior Engineer	\$ 60.26	\$ 183.43
Project Engineer	\$ 48.71	\$ 148.27
Engineer	\$ 39.22	\$ 119.38
Senior Designer	\$ 36.96	\$ 112.50

I do hereby certify that the current rates shown above are the actual rates for these employees, effective June 26, 2020



Agenor & Campbell Structural Engineers, LLC
Colin J. Campbell, P.E.

26-Jun-20

BURGESS & NIPLE

7/17/2020

Sue Steele
Lead Procurement Analyst
400 S. St. Harrison, 6ht floor
Clearwater, FL 33756

RE: Transportation – Professional Engineering Services Contract No. 190-0015-CN

Dear Ms. Sue Steele:

Burgess & Niple, Inc. will serve as a subconsultant to Cumbey & Fair, Inc. Please see Exhibit A – Schedule of Rate Values below.

Classifications	Average Rate by Classification	Loaded Rate by Classification (3.0 multiplier)
Chief Designer	\$ 55.29	\$ 165.86
Chief Engineer 2	\$ 93.75	\$ 281.25
Designer	\$ 39.50	\$ 118.50
Engineer 1	\$ 37.74	\$ 113.22
Engineer 2	\$ 58.46	\$ 175.38
Engineering Intern	\$ 30.03	\$ 90.09
Environmental Specialist	\$ 31.25	\$ 93.75
Project Manager	\$ 70.49	\$ 211.46
Secretary/Clerical	\$ 24.91	\$ 74.72
Senior Designer	\$ 42.39	\$ 127.17
Senior Engineer 1	\$ 67.31	\$ 201.93
Senior Engineer 2	\$ 60.58	\$ 181.74
Senior Environmental Specialist	\$ 43.75	\$ 131.25

Sincerely,

Burgess & Niple, Inc.



Mike Mills
Section Director/ Senior Project Manager



**Pinellas County
Professional Engineering Services
Contract No. 190-0015-CN**

Fee Schedule

GEOTECHNICAL SERVICES

1.0 ENGINEERING AND PROFESSIONAL SERVICES		
ITEM	DESCRIPTION	UNIT FEE
1.1	Senior Engineer (P.E.)	185.00/Hr.
1.2	Principal Engineer (P.E.)	220.00/Hr.
1.3	CADD Operator	76.00/Hr.
1.4	Clerical	72.00/Hr.
1.5	Laboratory Director	150.00/Hr.

2.0 DRILLING SERVICES		
ITEM	DESCRIPTION	UNIT FEE
2.1	Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$450.00 LS
2.2	N/A	
2.3	N/A	
2.4	Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day])	370.00/Hr.
	2.4.1 Portable Self-Propelled Barge and Work Boat	1,050.00/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	15.50/LF
	ii. Rock	17.50/LF
	iii. Cemented Soil (N>50)	17.50/LF
	2.5.2 50-100 Feet	
	i. Soil	18.00/LF
	ii. Rock	20.00/LF
	iii. Cemented Soil (N>50)	20.00/LF
	2.5.3 100-150 Feet	
	i. Soil	21.50/LF
	ii. Rock	25.25/LF
	iii. Cemented Soil (N>50)	25.25/LF
	2.5.4 150-200 Feet	
	i. Soil	29.00/LF
	ii. Rock	34.50/LF
	iii. Cemented Soil (N>50)	34.50/LF

2.0 DRILLING SERVICES (Continued)		
ITEM	DESCRIPTION	UNIT FEE
2.6	Track-Mounted Drill Unit	
2.6.1	0-50 Feet	
	i. Soil	\$ 20.00/LF
	ii. Rock	22.50/LF
	iii. Cemented Soil (N>50)	22.50/LF
2.6.2	50-100 Feet	
	i. Soil	22.75/LF
	ii. Rock	26.00/LF
	iii. Cemented Soil (N>50)	26.00/LF
2.7	Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	280.00/Hr.
2.8	Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	150.00 Ea.
2.9	Grouting of Boreholes per SWFWMD Regulations	6.00/LF
2.10	Rock Coring	
2.10.1	NX Size (approximately 2c")	53.50/LF
2.10.2	2.5" Diameter	71.00/LF
2.11	Temporary Casing (only if needed)	
2.11.1	4"	7.75/LF
2.11.2	6"	11.25/LF
2.12	Patch Borehole in Asphalt or Concrete	71.00 Ea.

3.0 FIELD SERVICES		
ITEM	DESCRIPTION	UNIT FEE
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	\$ 575.00 Ea.
3.2	Hand Auger Boring	12.00/LF
3.3	Hand Cone Penetrometer	4.00/LF.

4.0 LABORATORY GEOTECHNICAL TESTING		
ITEM	DESCRIPTION	UNIT FEE
4.1	Consolidation Test	\$ 425.00 Ea.
4.2	Laboratory Permeability on Sand (ASTM D-2434-74)	210.00 Ea.
4.3	Unconfined Compression Test	150.00 Ea.
4.4	Grainsize Analysis (ASTM D-422-92)	36.00 Ea.
4.5	Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	80.00 Ea.
4.6	Organic Content (FM 1T-267)	36.00 Ea.
4.7	Specific Gravity of Soil (ASTM D-854-92)	36.00 Ea.
4.8	Hydrometer of Soil (ASTM D-422-92)	160.00 Ea.

4.0 LABORATORY GEOTECHNICAL TESTING (Continued)		
ITEM	DESCRIPTION	UNIT FEE
4.9	Constant Head Permeability (ASTM D-2434-74)	\$ 210.00 Ea.
4.10	Permeability with Back Pressure Saturation (ASTM D-5084-90)	450.00 Ea.
4.11	Corrosivity Series (resistance, pH, SO ₄ , CL [FDOT method])	300.00 Ea.
4.12	Field Sampling of Materials	72.50/Hr.



July 13, 2020

Matt Fabrizio
Cumbey & Fair
2463 Enterprise Road
Clearwater, FL 33763

Subject: Schedule of Rate Values
Transportation - Professional Engineering Services
Contract No. 190-0015-CN (SS)

Dear Matt,

Gresham Smith is pleased to provide rate certification (Exhibit A) for the referenced contract. These rates are fully loaded and are current as of this date.

Gresham Smith Pinellas County Department of Administrative Services Contract No. 190-0015-CN (SS) EXHIBIT A		
Position Classifications		Loaded Rates
Chief Engineer		\$223.02
Senior Engineer		\$185.76
Senior Designer		\$124.05

Sincerely,

Mark Gillette
Senior Project Manager

Genuine Ingenuity

Firm's Florida Cert. No. AAP000034 /
CA3806 / IB26000797 / LC26000381

302 Knights Run Avenue
Suite 900
Tampa, FL 33602
813.251.6838
GreshamSmith.com

LOCHNER

H.W. Lochner, Inc.
4350 W. Cypress Street
Suite 800
Tampa, FL 33607

T 813.357.3750
F 813.304.2207

hwlochner.com

Exhibit A

Date: February 14, 2020

Loaded Hourly Salary Rates

Transportation – Professional Engineering Services
Contract No. 190-0015-CN (SS)

H.W. Lochner, Inc.

Chief Structural Engineer	\$248.00
Senior Structural Engineer	\$196.00
Structural Engineer	\$155.00
Chief Environmental Scientist	\$202.00
Environmental Scientist	\$125.00



Terra Tectonics design group, inc.

Schedule of Rate Values

Senior Landscape Architect	\$ 160.00
Cadd Technician	\$ 81.25
Administrative Manager	\$ 73.13

PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

PROFESSIONAL AND TECHNICAL SERVICES		
ENGINEERING/ENVIRONMENTAL SERVICES		
Principal Engineer, P.E./Principal Geologist, P.G.	\$180.00	per hour
Threshold Inspector, P.E., S.I.	\$130.00	per hour
Senior Engineer, P.E./Senior Geologist, P.G.	\$120.00	per hour
Project Engineer/Manager/Scientist	\$110.00	per hour
Staff Engineer/Scientist	\$93.50	per hour
Threshold Agent / Senior Engineering Technician	\$70.00	per hour
Environmental Technician	\$75.00	per hour
Engineering Technician	\$55.00	per hour
Associate Engineering Technician	\$45.00	per hour
Environmental Phase I Assessment for sites less than 5 acres	\$1,900	per site
Environmental Phase I Assessment for sites more than 5 acres	\$2,700	per site
SUPPORT SERVICES		
CADD Operator	\$60.00	per hour
Technical Secretary	\$50.00	per hour
DRILLING SERVICES		
Mobilization/Demobilization - Drill Rig & Crew (all rig types)		
Pinellas County	\$450 .00	lump sum
Standard Penetration Test Borings (ASTM D-1586), Truck Rig		
0 - 50 foot depth interval	\$12.00	per foot
51 - 100 foot depth interval	\$14.00	per foot
101 - 150 foot depth interval	\$16.00	per foot
Standard Penetration Test Borings (ASTM D-1586), Mud Bug Rig		
0 - 50 foot depth interval	\$14.00	per foot
51 - 100 foot depth interval	\$15.00	per foot
101 - 150 foot depth interval	\$17.00	per foot
Cone Penetrometer Rig		
0 - 50 foot depth interval	\$15.00	per foot
51 - 100 foot depth interval	\$17.00	per foot
101 - 150 foot depth interval	\$21.00	per foot
Note: Mobilization charge for cone penetrometer will be determined based upon rig used.		



PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

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Dissipation Testing	\$220.00	per hour
Difficult Access and Moving Track Rig between Borings	\$220.00	per hour
Grouting SPT Boreholes	\$5.00	per foot
Installation of Temporary Steel Casing (0 to 100 feet)	\$7.00	per foot
Undisturbed Thin-Walled Tube Sampling	\$100.00	per tube
Auger Boring (minimum 100 feet per job)	\$9.00	per foot
Manual Auger Borings	\$8.00	per foot
Muck Probing		
2-Man Crew (\$350 minimum)	\$110.00	per hour
3-Man Crew (\$500 minimum)	\$150.00	per hour
Permeability Tests - Field	\$450.00	each
LABORATORY TESTING		
Atterberg Limits		
Liquid Limit and Plastic Limit	\$95.00	per sample
Grain Size Distribution	\$45.00	per sample
Percent Fines (Wash No. 200 Sieve)	\$35.00	per sample
Hydrometer Analysis with Grain Size Distribution	\$110.00	per sample
Organic Content Determination	\$40.00	per sample
Moisture Content	\$10.00	per sample
Specific Gravity (fine aggregate/soil)	\$75.00	per sample
Specific Gravity (coarse aggregate)	\$115.00	per sample
Consolidation	\$500.00	per sample
with Hysteresis Loop	\$100.00	per loop
Permeability Tests - Laboratory		
Granular Soil (Constant Head)	\$140.00	per sample
Cohesive Soil (triaxial, back pressure saturated)	\$300.00	per sample
Triaxial Compression Test (R, S, T; included mohrs circle)	\$400.00	per sample
with Back Pressure Saturation and pore pressure measurements, add	\$300.00	per sample
Unconfined Compression Tests	\$100.00	per sample
pH	\$40.00	per sample
Resistivity	\$55.00	per sample
Chloride	\$45.00	per sample



PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Sciences
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Sulfate or Sulfide	\$45.00	per sample
Corrosion Resistance (pH, R, Cl, Su)	\$155.00	per sample
Turbidity (sample FOB Laboratory)	\$40.00	per sample
SOILS TESTING		
Field Density Tests (minimum 5 tests per trip)	\$22.00	each
Florida Bearing Value (FBV)	\$35.00	per sample
Florida Bearing Value Determination of Blend Proportions	\$275.00	per sample
Limerock Bearing Ratio (LBR), 5 point	\$275.00	per sample
Standard or Modified Proctor	\$80 .00	per sample
Double Ring Infiltrometer Test	\$425.00	each
Soil-Cement, Field Inspection and Testing (minimum \$250 per day)	\$0.35	per square yard
Soil-Cement, Laboratory Design Mixes (FOB Laboratory, FOOT Method)	\$1,000.00	per mix
Soil-Cement, Laboratory Design Mixes (FOB Laboratory, PCA Short Cut Method)	\$500.00	per mix
Soil-Cement Compressive Strength (3 pills)	\$60.00	per set
Each Additional Pill	\$20.00	each
Soil-Cement Field Proctor	\$65 .00	each
Relative Density Test (Minimum - Maximum)	\$185.00	each
California Bearing Ratio	\$300.00	per sample
Soil Plate Load Tests (ASTM)	\$900.00	each
CONCRETE TESTING SERVICES		
Concrete Cylinders		
Making and Testing Cylinders, Including Slump Test (4 cylinders or less per set)	\$85.00	per set
Compression Tests of 6" x 12" Cylinders (FOB Laboratory)	\$15.00	per cylinder
Additional Cylinders	\$15.00	per cylinder
Extra Slump Tests	\$18.00	each
Air Content Tests	\$22.00	each
Making and Testing Flexural Beams, 3 beams per set	\$175.00	per set
Concrete Coring		
Mobilization for Coring	\$125.00	per trip
Obtaining and Testing Concrete Cores	\$95.00	each
Patching Cored Holes	\$15.00	each
Concrete Ready Mix Plant or Job Inspection	\$55.00	per hour



PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

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Sieve Analysis, Fine Aggregate	\$50.00	per sample
Sieve Analysis, Coarse Aggregate	\$80.00	per sample
Absorption	\$45.00	per sample
Specific Gravity	\$75.00	per sample
Unit Weight	\$35.00	per sample
Material Finer than No. 200 Sieve	\$30.00	per sample
Organic (Colometric ASTM C-40)	\$45.00	per sample
Salt Content	\$45.00	per sample
Los Angeles Abrasion	\$525.00	per sample
Soundness (5 cycle sodium sulphate)	\$450.00	per sample
Soundness (5 cycle magnesium sulphate)	\$425.00	per sample
Floor Flatness/Levelness:		
Equipment Charge	\$150.00	each
Up to 20,000 square feet	\$1,000.00	each
From 20,000 square feet to 40,000 square feet	\$1,200.00	each
Greater than 40,000 square feet	\$1,500.00	each
In-Situ Testing (Swiss Hammer, Windsor Probe, etc.): Calibration & Equipment Usage Minimum 4-Hours	\$85 .00	per hour
Windsor Probe Shots	\$25 .00	per shot
Moisture Emissions	\$35 .00	per kit
Moisture Emissions: Trip 1: Kit nstallation (minimum 4 hours) Trip 2 : Kit Pick-Up & Calculations (minimum 4 hours)	\$65 .00	per hour
MASONRY TESTING SERVICES		
Compressive Strength, ASTM C-140	\$50 .00	each
Absorption and Moisture Content, ASTM C-140	\$50 .00	each
Linear Shrinkage Tests of Concrete Block (ASTM 426)	\$400.00	per set
Compressive Strength of Hollow Masonry Prisms, ASTM E-477	\$80.00	per prism
Compressive Strength of Grouted Masonry Prisms	\$120.00	per prism
Molding and Testing 2" Masonry Mortar Cubes, set of 3	\$80 .00	per set
Making and Testing 3 1/2" x 3 1/2" x 7" Grout Prisms, set of 3	\$110.00	per set
ASPHALTIC CONCRETE TESTING SERVICES		
Asphaltic Concrete Plant Inspection (FDOT Certified)	\$65.00	per hour



PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

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Geophysical Services • Construction Materials Testing • Threshold Inspection
Building Inspection • Plan Review • Building Code Administration

Extraction and Gradation	\$170.00	per sample
Marshall Stability (FOB Laboratory)	\$100.00	per sample
Asphaltic Concrete Mix Design (including void analysis and family of curves)	\$800.00	per mix
Coring Pavement to Obtain Density and Thickness Samples (mobilization fee \$110)	\$60.00	per sample
Laboratory Testing of Asphaltic Cores for Density	\$30.00	per core
STRUCTURAL STEEL/METALS		
Inspection of Structural Steel and Fireproofing (weld, bolts, decking)	\$300.00	per inspection
Senior Certified Welding Inspector (SCWI)	\$90.00	per hour
Certified Welding Inspector (CWI)	\$75.00	per hour
Non-Destructive Testing Equipment Usage Charge*		
Ultrasonic	\$135.00	per day
Magnetic Particle	\$85.00	per day
Dye Penetrant	\$85.00	per day
* in addition to hourly technician charge		
STRUCTURAL INSPECTION		
Reinforcing Steel Inspector (\$220 minimum)	\$70.00	per hour
Equipment Usage (James R. Meter - 4 Hour minimum)	\$15.00	per hour
Inspection and Analysis of Built-Up Roofing		
Monitoring Construction	\$60.00	per hour
Analysis of New Built-Up Roofing Components (ASTM D-3617) – cutting and patching by contractor	\$90.00	per sample
Analysis of Existing Built-Up Roofing Components (ASTM D-2829)	\$360.00	per sample
Special Testing Services		
Vibration Monitoring Equipment*	\$1,400.00	per month
\$740.00 per month		
Ultrasonic Testing of Concrete	\$85.00	per hour
Pulse Velocity Testing	\$90.00	per hour
Floor Flatness and Levelness Profiler (dipstick)	\$725.00	per area
* Cost for set-up & monitoring. Engineering Services will be invoiced additionally at standard unit rates.		
Infrared Thermography of CMU Filled Cells & Moisture Intrusion – Inspection	\$75.00	per hour



PINELLAS COUNTY FEE SCHEDULE



UNIVERSAL ENGINEERING SCIENCES

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Geophysical Services • Construction Materials Testing • Threshold Inspection
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Infrared Thermography of CMU Filled Cells & Moisture Intrusion – Equipment Charge			\$125.00	each
WELL CONSTRUCTION/INSTALLATION CATEGORIES				
TEMPORARY		PERMANENT		
DEPTH	FLIGHT AUGER	HSA WITH SANDPACK	STEEL PROTECTOR	MANHOLE
10'	\$350/l.s.	\$30/ft.	\$40/ft.	\$45/ft.
10'DDD15'	\$350	\$30/ft.	\$35/ft.	\$40/ft.
15'DDD20 '	\$350	\$30/ft.	\$35/ft.	\$40/ft.
20'DDD30'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
30'DDD40'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
40'DDD50'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
50'DDD60'	n/a	\$30/ft.	\$35/ft.	\$35/ft.
6"	Surface Casing For Deep & Intermediate Wells		\$65.00	per foot



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

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Consultant shall email certificate that is compliant with the insurance requirements to sstele@pinellascounty.org .If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.

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

- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000
Products/Completed Operations Aggregate	\$ 2,000,000
Personal Injury and Advertising Injury	\$ 1,000,000
General Aggregate	\$ 2,000,000

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

Limits

Each Occurrence or Claim	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 1,000,000
General Aggregate	\$ 1,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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