BOARD OF COUNTY COMMISSIONERS

DATE: December 10, 2013
AGENDA ITEM NO. 22

Consent Agenda ☐ **Regular Agenda** ☑ **Public Hearing** ☐

County Administrator's Signature:

Subject:

Approval of Final Negotiated Agreements - Professional Engineering Consulting Services for Solid Waste Landfill and other Related Ancillary Facilities and Related Activities
Contract No. 123-0327-CN(RM)

Department:

Department of Environment and Infrastructure / Purchasing

Staff Member Responsible:

Robert Hauser / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENT WITH STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC. D/B/A SCS ENGINEERS, (SCS), TAMPA, FLORIDA, AND CDM SMITH, INC., (CDM), TAMPA, FLORIDA, FOR PROFESSIONAL ENGINEERING CONSULTING SERVICES FOR SOLID WASTE LANDFILL AND OTHER RELATED ANCILLARY FACILITIES AND RELATED ACTIVITIES

IT IS FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

Summary Explanation/Background:

On September 17, 2013, the Board approved the ranking of firms and authorized staff to negotiate final agreements with SCS and CDM for consulting and engineering services for the purpose of assisting staff over the next five (5) years with regulatory assistance, design, operational assistance, monitoring, administration, and other services as may be required. The contract will encompass work performed at two (2) County landfills, the County's Solid Waste Management Facility aka Solid Waste Operations (SWO) which includes a scale facility, an administrative building, a mini-transfer station for individual citizen waste deliveries, a household electronics and chemical collection center, a yard waste/mulching operation and other appurtenant facilities. The specialized knowledge base of landfill and solid waste operations experience combined with the depth of expertise these two (2) firms have in planning and executing similar type projects will be valuable to the County.

A final agreement with SCS and CDM has been negotiated by staff and is presented to the Board for consideration. The hourly rates for each firm along with sub consultants are fully burdened and include all labor, overhead, profit, expenses and travel within the Tampa Bay Metropolitan Statistical Area. No markups are allowed for costs associated with sub consultants. Travel outside of that area will be reimbursed in accordance with Section 112.061 Florida Statutes.

The term of the contract is for five (5) years; negotiated rates shall be fixed for the first three (3) years of the contract term. The terms of the agreement provide for price adjustment (decrease/increase) beginning on the anniversary of year four (4) and remain fixed over the last two (2) years of the contract in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, not seasonally adjusted, for the twelve (12) months prior to the date of the anniversary of year four (4) of the contract or 2.5 percent (%), whichever is less. The adjustment shall be exercised only if all terms and conditions remain the same and the County Administrator grants approval.

Fiscal Impact/Cost/Revenue Summary:

The total estimated aggregate value of this contract is in an amount not to exceed $4,000,000.00 for the five (5) year term of this contract. The County Administrator has delegated authority to increase the upset limits of agreements as long as the negotiated rates remain the same. Funding will be derived from the Solid Waste Enterprise Fund.

Exhibits/Attachments:

Agreements

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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SECTION 1
INTENT OF AGREEMENT

THIS AGREEMENT, entered into on the _____day of _____2013 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 Stearns, Conrad and Schmidt, Consulting Engineers, Inc. (SCS). with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Department of Environment and Infrastructure (DEI) – Solid Waste Division requires **PROFESSIONAL CONSULTING SERVICES** associated with SOLID WASTE LANDFILL AND OTHER RELATED LANDFILL ANCILLARY FACILITIES AND REALTED ACTIVITIES on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND REALTED CONSULTING ACTIVITIES SERVICES requisite to the management needs of the COUNTY'S SOLID WASTE DIVISION, 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

The scope of services outlined herein is the minimum scope of work to be provided. Work to be performed by the selected Consultant shall be on a negotiated, written assignment-by-assignment basis and shall include a "not to exceed" budget amount for the assignment. Work assignments shall be made by the County's Director of DEI Solid Waste Division.

The selected Consultant will provide Independent Engineering Consulting Services related to the needs of the County DEI, Division of Solid Waste. The work may include but is not limited to the following:

a. Contract Compliance Monitoring – Review and monitor landfill operator performance and compliance with the provisions of the operating contract. Work includes assisting the County in negotiating change orders and other changes to the operating contract.
b. Permit Assistance – Assist the County in preparing permit applications and the renewal of environmental permits required for system operation including solid waste permits, NPDES, wastewater, stormwater, mulch, and any other permits required for the construction and operation at the facility.
c. Design Engineering – Design of facilities and systems as may be required including landfill expansion areas, landfill closure, stormwater facilities, leachate treatment system, landfill gas systems, transfer facilities, roadways and monitoring systems. Work may include design, specifications, and assistance during bidding, and construction services necessary to certify compliance with permit requirements, as necessary.
d. Provide Construction and Engineering Services for projects as indepenfent third party where the Consultant was not the designer.
e. Future Needs Projections – Provide landfill life expectancy evaluations and air space utilization calculations including compaction. Assist in preparing solid waste quantity projections.
f. Monitoring – Assist the County in conducting environmental monitoring programs including evaluation and analysis of results, FDEP report generation and making recommendations. This work includes evaluating the gradient monitoring program including hydrology with special consideration to hydrogeological influences and the negative gradient required on the site by permit conditions. Work may include assessment of the slurry wall.
g. System Improvements – Analyze and recommend improvements to and/or adding existing facilities and programs including the preparations of construction and operating cost estimates. Assist the County in evaluating new technologies or systems that may be applicable to the County's solid waste system.
h. Landfill Operation – Evaluate and update landfill operating plans including sequencing of fill and construction of facilities. Assist in preparing permit applications and modifications, as applicable.
i. Landfill Closure – Evaluate and update closure sequence plans and long-term care programs including the preparation of permit applications, as applicable. Assist the County in evaluating end use options for closed landfill areas.
j. Financial Estimates – Provide closure, post closure and long term care cost estimates and assist the County in meeting financial responsibility requirements.
k. Landfill Gas Monitoring – Calculate and/or monitor emissions from the landfills to determine compliance with Title V air quality regulations.
l. Miscellaneous Services
    - Regulatory Issues – Monitor EPA and FDEP rulemaking, as well as state and federal legislative initiatives and advise the County of the affect of legislation and/or rule changes on its facilities and operations.
    - Permitting – Assist the County with reviewing applications and issuing permits to solid waste management and disposal facilities located in Pinellas County in

accordance with Pinellas County Code 106.
(http://library.municode.com/index.aspx?clientId=10274)
Chapter 106 - SOLID WASTE

- Waste Stream Composition – Assist the County in preparing updates to the waste stream compositions study on a periodic basis when requested.
- Artificial Reef Permit/Monitoring Services – Assist the artificial reef program with reef site monitoring, permit reporting to regulatory agencies, site investigations for new permits including preparation of permit applications.
- Survey – Assist the County in conducting surveys as required for landfill operation and permitting as well as to support other activities and projects.
- Meetings and Presentations – Assist the County in preparing for, and participating in meetings and presentations to local government, citizen groups and regulatory agencies.

m. The selected Consultant shall also provide services not otherwise described, or any other tasks associated with the County's solid waste operations, which may be required by the County during the course of the Agreement.

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 Solid Waste 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 an 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, as may be required.

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 required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

3.1.4 The CONSULTANT shall provide the following, if requested:

A. Support to COUNTY staff in development of a scope of services.

B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

C. Quality control and constructability reviews of plans

D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, 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 Solid Waste 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 The CONSULTANT shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Consultant's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by CONSULTANT 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 fully burdened hourly rate basis, The hourly rates are fully loaded and include all labor, overhead, customary expenses such as copies, postage, and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S. 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.

C. There shall be no mark up percentage for sub-contractors. For the services of any subconsultants authorized by the County, the County agrees to reimburse the Consultant per the rate schedule attached (Exhibit A). For services not identified in the rate schedule (Exhibit A) the County agrees to reimburse the Consultant for actual costs. Copies of subcontractor invoices documenting actual cost must be submitted prior to payment. Subcontractor services may include, but are not limited to:

a. Aerial photography
b. Geotechnical investigations
c. Land survey services
d. Other **specialty subconsultants** needed for ancillary work that may be required during the term of the contract and preapproved by the Director of Solid Waste as long as it is within the approved contract amount..

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 and no/100 dollars ($1,500,000.00). 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.

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 approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10
SATISFACTORY PERFORMANCE

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

SECTION 11
RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12
CONSULTANTS ACCOUNTING RECORDS

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

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

12.3 The COUNTY reserves the privilege of auditing a 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. See Attachment A Insurance Requirements

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

20.1 The first ten dollars ($10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following 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.

20.2 Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

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 from the 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 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.

The rates established and approved will be in effect for the first three (3) years of the five (5) year contract. A rate adjustment will allow for price adjustments (Decrease/Increase) beginning on the anniversary of year four (4) and remain fixed over the last two (2) years of the contract in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to the date of the anniversary of year four (4) of the contract or 2.5 percent (%), whichever is less. The adjustment shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval. It is the consultant's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the fourth (4^{th}) day of the anniversary period, the consultant's request for adjustment should be submitted 90 days prior to the contract anniversary date. If no adjustment request is received from the consultant, the County will assume the consultant has agreed that the term may be continued without pricing adjustment.

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

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
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

By: _____
Print Name: Raymond J. Dever
Title: VP/Office Director Date: 11/1/13

ATTEST:

By: _____
Print Name: Teresa Ketcham
Title: Assistant Secretary Date: 11-1-13

(CORPORATE SEAL)

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Chairman Date: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney

EXHIBIT A

SCHEDULE OF RATE VALUES

SCS Engineers

Subcontractors

Ardaman & Associates, Inc
Tierra, Inc
Pickett & Associates, Inc.
George F. Young, Inc
Broadway Engineering, P.A
DcR Engineering Services, Inc.

Environmental Consultants
and Contractors

4041 Park Oaks Blvd.
Suite 100
Tampa, FL 33610-9501

813 621-0080
FAX 813 623-6757
www.scsengineers.com

SCS ENGINEERS

EXHIBIT A
SCS ENGINEERS SCHEDULE OF RATE VALUES

	Rate/Hour ($)
Principal/Office Director	250
Project Director	220
Senior Project Advisor	180
Senior Project Manager	180
Project Manager	155
Senior Project Professional	140
Project Professional	120
Designer	100
Staff Professional	95
Senior Technician 2	85
Senior Technician 1	70
Associate Staff Professional	80
Senior Draftsperson	85
Draftsperson	70
Technician	65
Office Services Manager/Project Administrator	85
Secretarial/Clerical	70

1. Theses hourly rates are effective for the first three years of this contract. A rate adjustment for the final two years of the contract may be considered by the County.

2. The above rates include salary, overhead, administration, profit, and customary expenses such as copies, postage, and local travel. Other direct expenses, such as analyses of air, water and soil samples, travel outside the Tampa Bay Metropolitan Statistical Area, and subcontractors, will be billed at cost.

ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
PROFESSIONAL, TESTING, AND SUPPORT SERVICES

PROFESSIONAL SERVICES		
Senior Consultant	Per Hour	$195.00
Principal Engineer	Per Hour	$185.00
Senior Project Manager/Engineer	Per Hour	$157.50
Senior Construction Manager	Per Hour	$153.00
Project Manager	Per Hour	$135.00
Project Engineer V	Per Hour	$135.00
Senior Geologist/Scientist/Ecologist	Per Hour	$131.00
Project Engineer III	Per Hour	$129.00
Project Geologist III	Per Hour	$124.00
Project Engineer I/Engineering Associate	Per Hour	$124.00
Project Geologist I	Per Hour	$114.00
Assistant Project Engineer/Scientist	Per Hour	$113.50
Staff Engineer III/Geologist III/Scientist III	Per Hour	$101.00
Staff Engineer I/Geologist I/Scientist I	Per Hour	$82.00
Staff Ecologist III	Per Hour	$72.00
Staff Ecologist I	Per Hour	$61.50
Engineer Assistant	Per Hour	$64.00
Engineer Intern	Per Hour	$50.00
GIS SERVICES		
GIS Analyst III	Per Hour	$126.00
GIS Analyst I	Per Hour	$110.00
GIS Specialist III	Per Hour	$89.00
GIS Specialist I	Per Hour	$72.50
CONSTRUCTION MONITORING AND FIELD/LABORATORY TESTING SERVICES		
Field/Lab Technician V	Per Hour	$79.00
Field/Lab Technician IV	Per Hour	$71.00
Field/Lab Technician III	Per Hour	$61.50
Field/Lab Technician II	Per Hour	$53.00
Field/Lab Technician I	Per Hour	$42.00
DESIGN AND SUPPORT SERVICES		
Engineering Designer V	Per Hour	$96.00
Engineering Designer III	Per Hour	$82.50
Engineering Designer I	Per Hour	$73.50
Technical Draftsman III	Per Hour	$60.50
Technical Draftsman I	Per Hour	$51.50
Technical Secretary	Per Hour	$51.50
Office Assistant	Per Hour	$30.00
MISCELLANEOUS EXPENSES		
Outside Services and Expenses	Per Job	At Cost
Outside Printing and Reproduction	Per Job	At Cost
Printing/Copying – Black & White (up to 11"x17")	Per Page	$0.10
Printing/Copying - Color (up to 11"x17")	Per Page	$0.50
Printing/Plotting – Black & White (24"x36"; 30"x42")	Per Sheet	$2.50
Printing/Plotting - Color (24"x36"; 30"x42")	Per Sheet	$5.00
Mileage (Automobile)	Per Mile	$0.45
Mileage (Truck)	Per Mile	$0.65

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

October 11, 2013

ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION (PAGE 1 OF 3)

MOBILIZATION/DEMOBILIZATION		
Mobilization and Demobilization		
• Men and Equipment (Minimum $100.00)	Per Rig-Hour	$190.00
• Mileage - Rig	Per Mile	$1.25
• Mileage - Truck	Per Mile	$0.65
• Portable Barge	Price depends on project requirements	
STANDARD DRILLING		
All Terrain Vehicle	Add'l Price Per LF	$1.00
Auger Borings (4-inch)	Per Lineal Foot	$11.25
Wash Borings - Cuttings Only (up to 3 inch)		
• Soil Drilling	Per Lineal Foot	$8.30
• Rock Drilling	Per Lineal Foot	$13.40
Standard Penetration Test (SPT) Borings		
(ASTM D-1586) in Soil (N-values <50):		
• from surface to 25 feet	Per Lineal Foot	$17.00
• from 25 feet to 50 feet	Per Lineal Foot	$18.75
• from 50 feet to 100 feet	Per Lineal Foot	$21.00
• from 100 feet to 125 feet	Per Lineal Foot	$26.50
• from 125 feet to 150 feet	Per Lineal Foot	$35.00
Standard Penetration Test (SPT) Borings in		
High Resistance Soil/Rock (N-values > 50)	Add'l Price Per LF	$3.45
Furnish, Install, and Remove Casing (up to 4-inch):		
• from surface to 50 feet	Per Lineal Foot	$10.25
• from 50 feet to 100 feet	Per Lineal Foot	$12.25
• from 100 feet to 150 feet	Per Lineal Foot	$15.50
Drilling (Time Basis)/2 man-crew	Per Crew-Hour	$209.00
Drilling (Time Basis)/3 man-crew	Per Crew-Hour	$235.00
Rock Coring (N or H size)		
• from surface to 50 feet	Per Lineal Foot	$39.50
• from 50 feet to 100 feet	Per Lineal Foot	$44.80
• from 100 feet to 150 feet	Per Lineal Foot	$50.25
SAMPLING		
Additional SPT and Samples		
• from 10 feet to 25 feet	Per Additional Sample	$32.50
• from 25 feet to 50 feet	Per Additional Sample	$35.50
• from 50 feet to 100 feet	Per Additional Sample	$40.00
• from 100 feet to 125 feet	Per Additional Sample	$45.00
• from 125 feet to 150 feet	Per Additional Sample	$57.00
Undisturbed Samples		
• Shelby Tube	Per Sample	$145.00
• Fixed-Piston Shelby, Osterberg, Pitcher	Per Sample	$176.00
SOUNDINGS		
Electric Dutch Cone Soundings	Per Lineal Foot	$13.70
Piezocone Soundings	Per Lineal Foot	$15.30
Muck Probing/Clay Sampling	Per Crew-Hour	$220.00
Electric Dutch Cone Soundings (Time Basis)	Per Crew-Hour	$212.00
Piezocone/Piezoprobe Soundings (Time Basis)	Per Crew-Hour	$230.00
Piezocone Dissipation Monitoring	Per Crew-Hour	$229.00
Piezoprobe Dissipation Monitoring	Per Crew-Hour	$183.00

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October 11, 2013

ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION (PAGE 2 OF 3)

OTHER CHARGES		
Clearing Difficult Access, Hole Location and Set-Up	Per Crew-Hour	$189.00
Standby Time	Per Crew-Hour	$189.00
Piezometer and Well Installation (plus materials)	Per Crew-Hour	$208.00
Bore Hole Grouting and Sealing (plus materials)	Per Crew-Hour	$208.00
Well Clearing/Sensitivity Test/Water Level Reading	Per Crew-Hour	$208.00
Double Ring Infiltration Test	Per Test	$615.00
Air Boat Use	Per Day	$405.00
Support Water Truck Use	Per Day	$164.00
Instrumentation Unit Use	Per Day	$295.00
Lodging and Subsistence	Per Crewman-Day	$121.00
Materials & Supplies	Per Job	At Cost
GENERAL FIELD EQUIPMENT		
Data Logger	Per Day	$420.00
Organic Vapor Analyzer (OVA 128 or Gastech)	Per Day	$140.00
Photo Ionization Detector (Photovac Tip)	Per Day	$170.00
Methane Detector	Per Day	$140.00
Explosimeter	Per Day	$87.00
Generator	Per Day	$147.00
Air Compressor	Per Day	$79.00
Steam Cleaner	Per Day	$145.00
Surveying Equipment	Per Day	$84.00
Centrifugal Development Pump	Per Day	$64.00
Submersible Sampling Pump and Controller (Daily)	Per Day	$194.00
Submersible Sampling Pump and Controller (Weekly)	Per Week	$580.00
Submersible Development Pump (Daily)	Per Day	$86.00
Submersible Development Pump (Weekly)	Per Week	$258.00
Peristaltic Purging Pump	Per Day	$66.00
Magnetometer	Per Day	$65.20
Product/Water Interface Probe	Per Day	$86.00
pH/Conductivity Meter	Per Day	$29.50
Turbidity Meter	Per Day	$68.50
Dissolved Oxygen Meter	Per Day	$124.00
Water Level Indicator	Per Day	$26.30
Bailer Usage	Per Day	$29.50
Streamgaging flow meter	Per Day	$29.50
Concrete Saw	Per Day	$147.00
Vibration Monitor	Per Day	$283.00
Trimble GeoXH GPS	Per Day	$70.00
Transducer	Per Day	$75.50
Hand Auger	Per Day	$21.00
Jon Boat & Motor	Per Day	$215.00
Ponar Dredge	Per Day	$26.00
Kemmar Sampler	Per Day	$26.00
Manta Data Sonde	Per Day	$190.00
EXPENDABLE SUPPLIES		
High Capacity (1 or 0.45 micron) Filter	Each	$30.50
Disposable Teflon Bailer	Each	$28.50
Disposable Polyethylene Bailer	Each	$18.00
Disposable Free Product Bailer	Each	$30.50
Isopropyl Alcohol (decontamination)	Per Gallon	$20.00
Deionized Water (decontamination)	Per Five Gallons	$14.70
16 oz. Soil Jars (soil headspace analysis)	Per Box of 12	$14.70

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ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
SUBSURFACE FIELD EXPLORATION (PAGE 3 OF 3)

EXPENDABLE SUPPLIES (Continued)

Tygon Tubing	Per Foot	$3.85
Polyethylene Tubing	Per Foot	$0.63
55-gallon Drum	Each	$92.00
Master Lock	Each	$20.00

GEOPHYSICAL EQUIPMENT

Geonics EM 34-3	Per Day	$300.00
AGI Sting R1-IP	Per Day	$278.00
Liner Leak Detection Equipment	Per Day	$305.00

SPECIAL DRILLING/SOUNDING

Prices for special drilling (barge drilling; air boat sampling; amphibious drilling; NQ wire line coring; large diameter borings; drilling in corrosive, contaminated or hazardous materials; drilling at great depths; installing large diameter temporary casing; etc.), field vane testing, and other specialized sampling or field tests will be determined per project. Work performed over water will be at 1.5 times the standard unit prices.

INSTRUMENTATION

Prices for installation of monitor wells, inclinometers and settlement devices and for performance of packer tests will be determined per project.

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

October 11, 2013

ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
LABORATORY SOIL TESTING SERVICES (PAGE 1 OF 2)

CLASSIFICATION TESTS		
Moisture Content (ASTM D-2216)	Each	$14.50
Organic Content		
Loss on Ignition (ASTM D-2974)	Each	$33.00
Wet Combustion (AASHTO T-194)	Each	$111.00
Unit Weight/Classification of Undisturbed Sample	Each	$62.00
Grain Size Distribution		
Sieve Analysis (ASTM D-421, D-422)	Each	$51.00
Fines Content (ASTM D-1140)	Each	$34.50
Hydrometer Analysis (ASTM D-422)	Each	$111.00
Atterberg Limits (ASTM D-4318); Method A; Wet Preparation		
Plasticity Index Less than 150%	Per Set	$113.00
Plasticity Index Greater than 150%	Add'l Per Set	$69.00
Shrinkage Limit (ASTM D-4943)	Each	$88.00
Specific Gravity (ASTM D-854)	Each	$99.00
Marsh Funnel Viscosity (API 13B-1)	Each	$23.00
Slump Cone (ASTM C-143)	Each	$23.00
Effective Porosity (ASTM D-2325 at 1/3 atm)	Each	$75.00
COMPACTION TESTS		
Standard (ASTM D-698) or Modified Proctor (ASTM D-1557)		
Up to 5 Points	Per Test	$113.00
More than 5 Points	Per Add'l Point	$14.20
Plasticity Index Greater than 20%	Add'l Per Test	$122.00
Maximum-Minimum Density (ASTM D-4253, D-4254)	Per Set	$123.50
Limerock Bearing Ratio (3 Points)	Per Set	$385.00
CONSOLIDATION TESTS		
Incremental Consolidation Test (ASTM D-2435)		
Up to Ten Load or Unload Increments	Per Test	$630.00
More than Ten Load or Unload Increments	Per Add'l	$55.50
Constant Rate of Strain Consolidation Test (ASTM D-4186)	Each	$650.00
Settling Test (D=10cm; Ho=30cm)	Each	$118.00
PERMEABILITY TESTS		
Rigid Mold Permeameter (ASTM D 2434), k≥1E-03 cm/sec & -200<10%	Each	$250.00
Flexible Wall Permeameter (ASTM D 5084), k>1E-08 cm/sec	Each	$315.00
Flexible Wall Permeameter (ASTM D 5084), k≤1E-08 cm/sec	Each	$456.00
Permeation with Fluid Other Than Water	Add'l Per Test	$190.00
STRENGTH TESTS		
Strength Index Tests (Torvane, Penetrometer)	Each	$6.30
Vane Shear Test (ASTM D-4648)	Each	$23.00
Unconfined Compression Test (ASTM D-2166)		
Strength Only	Each	$56.00
With Stress-Strain Curve	Each	$105.00
Triaxial Tests		
Unconsolidated-Undrained (ASTM D-2850)	Each	$273.00
Unconsolidated-Undrained (with pore pressure response)	Each	$615.00
Consolidated-Undrained (with pore pressure measurement)	Each	$614.00
Consolidated-Drained on Sands	Each	$505.00
Consolidated-Drained on Fine Grained Soils	Each	$655.00
Use of Fluid Other Than Water	Add'l Per Test	$190.00

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ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
LABORATORY SOIL TESTING SERVICES (PAGE 2 OF 2)

STRENGTH TESTS (Continued)

Direct Shear Tests		
Conventional 2.3" Box Shear (ASTM D-3080)	Per Normal Load	$300.00
2.3" Box Shear With Stress Reversals	Per Normal Load	$460.00
2.3" Box Shear With Geosynthetics	Per Normal Load	$315.00
Direct Simple Shear Test (ASTM D-6528)	Per Normal Load	$810.00
Split Tensile for Rock Cores (ASTM D-3967)	Each	$142.00
Angle of Repose	Each	$53.50

Preparation of Laboratory Samples for Testing (e.g., sedimented or compacted) will be charged at $36.20 per sample. Prices for Visual Classification, for Special Sample Preparation, for Special Laboratory Tests (Slurry Consolidation, Leaching Tests, Settling Tests, etc.), and for testing contaminated soils or hazardous materials will be determined per project based upon technician man-hours and other considerations. In addition, a daily charge of $20.50 per day will be assessed for special long-term laboratory tests (i.e., slurry consolidation, leaching tests, etc.).

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

ARDAMAN & ASSOCIATES, INC.
BRIDGEWAY ACRES LANDFILL CONTRACT FEE SCHEDULE
LABORATORY CHEMICAL & GEOSYNTHETIC TESTING SERVICES

CHEMICAL TESTS

pH (FM5-550)	Each	$7.90
Specific Conductance (FM3-D 1125)	Each	$8.90
Sulfate (FM5-553)	Each	$44.50
Chloride (FM5-552)	Each	$44.50
Soil pH (FM5-550)	Each	$44.50
Soil Specific Conductance	Each	$45.50
Soil Resistivity (ASTM G-57 or FM5-551)	Each	$48.00
Carbonate Content (ASTM D 4373; HCl gasometric)	Each	$72.00
Carbonate Content (FM5-514; HCl gravimetric)	Each	$118.00
Water Corrosivity Series (FM5-550,552,553, FM3-D 1125)	Each	$101.00
Soil Corrosivity Series (ASTM D2216, FM5-550, 551, 552, 553)	Each	$177.00
Aggregate Soluble Silica (H_2SO_4 Extraction)	Each	$242.00
Concrete Low Level Chloride (FM5-516)	Each	$152.00

GEOSYNTHETICS

Geomembrane Thickness (ASTM D-751, D-5199 or D-5994)	Per Sample	$17.00
Geomembrane Asperity Height (ASTM D7466)	Per Sample	$37.50
Geomembrane Density (ASTM D-792)	Per Sample	$33.00
Geomembrane Tensile Strength (ASTM D6693; 5 MD/5 XD)	Per Set	$83.00
Geomembrane Tear Resistance (ASTM D1004; 10 MD/10 XD)	Per Set	$72.50
Geomembrane Seams (ASTM D-4437 or D-6392)		
• 5 Peel and 5 Shear Specimens	Per Set	$49.00
• 10 Peel & 5 Shear Specimens	Per Set	$72.50
Geotextile Grab Tensile Strength ((ASTM D4632; 10 MD/10 XD)	Per Set	$82.50
Geotextile Trapezoidal Tear (ASTM D4533; 10 MD/10 XD)	Per Set	$97.50
Geotextile Wide-Width Tensile (ASTM D4595; 6 MD/6 XD)	Per Set	$122.00
Geotextile Mass/Unit Area (ASTM D-3776 or D-5261)	Per Sample	$33.00
Geotextile Thickness (ASTM D-1777 or D-5199)	Per Sample	$17.00
Geotextile Seam Strength (ASTM D-4884)	Per Sample	$60.50
Geocomposite Bond Strength (ASTM D7005; 5 MD Both Sides)	Per Set	$101.00
Geonet Breaking Force (ASTM D7179; 5 MD)	Per Set	$59.00
GCL Bonding Peel Strength (ASTM D6496; 5 MD)	Per Set	$59.00
GCL Tensile Strength (ASTM D6768; 5 MD)	Per Set	$59.00
Interface Direct Shear (ASTM D-5321)		
• Geosynthetic to Geosynthetic	Per Normal Stress	$278.00
• Geosynthetic to Soil	Per Normal Stress	$382.00

SAMPLE PREPARATION AND SPECIAL TESTS

Preparation of Samples for Testing (e.g., crushing for carbonate content determination, filtering of clayey soil for chemical tests) will be charged at $36.20 per sample. Prices for other tests on geomembranes and geotextiles will be determined per project based upon technician man-hours and other considerations.

TERMS: All invoices are due and payable upon receipt unless other arrangements have been made previously. A finance charge of 1.5% per month, which is an annual interest rate of 18%, will be paid on all invoices not paid within 30 days. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by the Client.

October 11, 2013

TIERRA

October 10, 2013

SCS Engineers, Inc.
4041 Park Oaks Blvd.
Suite 100
Tampa, FL 33610

Attn: Mr. Raymond J. Dever, PE
Vice President

RE: Schedule of Rate Values for Pinellas County
Engineering Consultant Services for Solid Waste
Landfill and other Related Ancillary Facilities
Contract No. 123-0327-CN(RM)
Pinellas County, Florida
Tierra Project No.: 6511-13-220

Mr. Dever:

Thank you for the opportunity to join your team for the Professional Engineering Consulting Services for Solid Waste Landfill and other Related Ancillary Facilities.

Please find attached Tierra's fee schedule to be used on the contract. We understand that the rate structure is fully loaded (burdened) and will be in effect for the first three years of the five year contract.

We trust that this will meet your needs for the Schedule of Rates Values requested by Pinellas County.

Thank you once again for the opportunity to be part of your team.

Please let us know if you have any questions or need further information.

Sincerely,

TIERRA, INC.

Larry P. Moore, P.E.
Principal Geotechnical Engineer

7351 Temple Terrace Highway • Tampa, Florida 33637
Phone (813) 989-1354 • Fax (813) 989-1355
Florida Certificate No.: 6486

		Unit		Unit Price
I.	**FIELD INVESTIGATION**			
	Mobilization of Men and Equipment			
	Truck-Mounted Equipment	Trip	$	337.00
	Specialized ATV/Mudbug	Trip	$	675.00
	Track Mounted Equipment, D-50	Trip	$	3110.00
	Support Vehicle	Trip	$	152.00
	Barge-Mounted (Amphibious) Equipment	Each	$	7420.00
	Daily Barge Rental	Day	$	2500.00
	Daily Safety Boat Rental	Day	$	500.00
	Geoprobe	Day	$	1700.00
	V Ray Gas Meter - Safety Meter	Day	$	150.00
	Standard Penetration Test Borings (By Truck-Mounted Equipment)			
	Land: 0 - 50 ft depth	L.F.	$	12.32
	50 - 100 ft depth	L.F.	$	16.28
	100 - 150 ft depth	L.F.	$	29.78
	Standard Penetration Test Borings (By ATV/Mudbug)			
	Land: 0 - 50 ft depth	L.F.	$	14.51
	50 - 100 ft depth	L.F.	$	17.25
	100 - 150 ft depth	L.F.	$	30.64
	Standard Penetration Test Borings (By Track-Mounted)			
	Land: 0 - 50 ft depth	L.F.	$	18.21
	50 - 100 ft depth	L.F.	$	24.53
	100 - 150 ft depth	L.F.	$	36.40
	Standard Penetration Test Borings (By Barge-Mounted Equipment)			
	Land: 0 - 50 ft depth	L.F.	$	20.51
	50 - 100 ft depth	L.F.	$	27.53
	100 - 150 ft depth	L.F.	$	50.77
	Grout-Seal Boreholes (By Truck-Mounted Equipment)			
	Land: 0 - 50 ft depth	L.F.	$	5.03
	50 - 100 ft depth	L.F.	$	6.64
	100 - 150 ft depth	L.F.	$	9.75
	Grout-Seal Boreholes (By ATV/Mudbug)			
	Land: 0 - 50 ft depth	L.F.	$	5.95
	50 - 100 ft depth	L.F.	$	7.66
	100 - 150 ft depth	L.F.	$	12.48
	Grout-Seal Boreholes (By Track-Mounted)			
	Land: 0 - 50 ft depth	L.F.	$	7.18
	50 - 100 ft depth	L.F.	$	9.75
	100 - 150 ft depth	L.F.	$	14.62
	Grout-Seal Boreholes (By Barge-Mounted Equipment)			
	Land: 0 - 50 ft depth	L.F.	$	8.09
	50 - 100 ft depth	L.F.	$	10.77
	100 - 150 ft depth	L.F.	$	16.50

	Unit		Unit Price
Casing Allowance (By Truck-Mounted Equipment)			
Land: 0 - 50 ft depth	L.F.	$	8.14
50 - 100 ft depth	L.F.	$	9.75
100 - 150 ft depth	L.F.	$	11.68
Casing Allowance (By ATV/Mudbug)			
Land: 0 - 50 ft depth	L.F.	$	9.80
50 - 100 ft depth	L.F.	$	13.28
100 - 150 ft depth	L.F.	$	16.71
Casing Allowance (By Track-Mounted)			
Land: 0 - 50 ft depth	L.F.	$	12.37
50 - 100 ft depth	L.F.	$	14.94
100 - 150 ft depth	L.F.	$	17.14
Casing Allowance (By Barge-Mounted Equipment)			
Land: 0 - 50 ft depth	L.F.	$	13.78
50 - 100 ft depth	L.F.	$	16.76
100 - 150 ft depth	L.F.	$	19.12
Rock Coring (Structures) (By Truck-Mounted Equipment)			
0 - 50 ft deep	L.F.	$	35.99
50 - 100 ft deep	L.F.	$	48.36
Rock Coring (Structures) (By ATV/Mudbug)			
0 - 50 ft deep	L.F.	$	42.74
50 - 100 ft deep	L.F.	$	50.29
Rock Coring (Structures) (By Track-Mounted)			
0 - 50 ft deep	L.F.	$	43.68
50 - 100 ft deep	L.F.	$	54.63
Rock Coring (Structures) (By Barge-Mounted Equipment)			
0 - 50 ft deep	L.F.	$	45.79
50 - 100 ft deep	L.F.	$	60.74
100 - 150 ft deep	L.F.	$	76.48
Field Permeability Tests	Test	$	280.65
Flagmen & Barricades (2 man crew)	Day	$	888.02
Florida Patrolmen (Traffic Control)	Hour	$	48.20
Arrow Rental Sign	Day	$	74.23
Variable Message Board	Day	$	146.22
Auger Borings (Roadway)	L.F.	$	9.91
Extra Split Spoon Samples	Each	$	67.60
2-Inch Piezometer Installation	L.F.	$	43.87
Site Clearing to Access Borings	Hour	$	202.46
Use of Rubber Tired Clearing Equipment	Day	$	589.16

	Unit		Unit Price
Standby/Decontamination (Drill Rig & Crew)	Hour	$	202.46
EDR Report	Each	$	500.00
Handheld GPS	Per Day	$	80.34
Hand Muck Probes (2-man crew)	Day	$	888.56
Thin Walled Shelby Tube Samples (Land)	Each	$	191.21
Piezometer/SPT Permits Lee County	Each	$	100.00
Double Ring Infiltration Test	Test	$	517.39
Organic Vapor Analyzer (OVA)	Day	$	150.00
Pavement Cores, Asphalt	Each	$	107.12
Pavement Cores, Concrete	Each	$	107.12
Ground Penetrating Radar	Day	$	3149.33
Concrete Cores in Bridge Supports	Each	$	267.80

II. LABORATORY TESTING

Visual Examination/Stratify 1 set = 5 feet	Per Set	$	3.91
Natural Moisture Content Tests	Test	$	9.58
Grain-Size Analysis - Full Gradation	Test	$	63.84
Grain-Size Analysis - Single Sieve	Test	$	40.92
Organic Content Tests	Test	$	44.02
Atterberg Limit Tests	Test	$	124.62
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	$	168.71
Unit Weight Determination	Test	$	42.15
a) Consolidation Tests	Test	$	420.98
b) Each additional load increment above 4TSF	Each	$	26.99
Specific Gravity	Test	$	60.74
Triaxial Shear Tests (3 Points)	Test	$	359.92
Rock Compression Test	Test	$	127.19

	Unit		Unit Price
Split Tension Test	Test	$	127.19
LBR Test	Test	$	326.18
Fines Content	Test	$	44.99
Extrusion of UD	Test	$	29.51
Bitumen Extraction	Test	$	117.83
Bitumen Gradation	Test	$	117.83
Concrete Core Compression	Test	$	160.68
Chloride Testing	Test	$	224.95
Petrographic Testing	Test	$	1178.32
Field Sampling Kit (soil), per day	Day	$	25.75
Field Survey Kit (water), per day	Day	$	77.25
Power Auger Boring (includes steam cleaning to a depth of 25 feet)	Foot	$	11.90
BTEX and MTBE (Method 8021)	Each	$	99.00
Organochlorine Pesticides (Method 8081)	Each	$	110.00
Organophosphorous Pesticides (Method 814	Each	$	132.00
Chlorinated Herbicides (Method 8151)	Each	$	143.00
Volatile Organics (Method 8260)	Each	$	110.00
Semi-Volatiles (Method 8270 BTEX)	Each	$	115.00
Polyaromatic Hydrocarbons (Method 8310)	Each	$	110.00
TPH Method FL-Pro	Each	$	88.00
RCRA Metals (Method 6010/7471)	Each	$	88.00
Arsenic (Method 6010/7471)	Each	$	13.40
SPLP/TCLP Metals	Each	$	198.00
Asbestos Samples	Each	$	15.00
Total Phosphorous	Each	$	34.00
Total Nitrogen	Each	$	34.00
Fecal Coliforms	Each	$	75.00

		Unit		Unit Price
III.	**ENGINEERING AND TECHNICAL SERVICES**			
	Project Manager	Hour	$	160.00
	Senior Engineer	Hour	$	140.00
	Chief Scientist	Hour	$	140.00
	Geotechnical Engineer	Hour	$	120.00
	Engineer	Hour	$	95.00
	Engineering Intern	Hour	$	90.00
	Designer	Hour	$	80.00
	Sr Engineering Technician	Hour	$	70.00
	Engineering Technician	Hour	$	60.00
	Secretary/Clerical	Hour	$	52.00
	Senior Scientist	Hour	$	80.00

PICKETT
SURVEYING & PHOTOGRAMMETRY

ATTACHMENT "A"

HOURLY RATE SCHEDULE

CATEGORY	HOURLY RATE
Senior Surveyor/Mapper	$135.00
Professional Surveyor/Mapper	$120.00
Survey Technician	$70.00
GIS Technician	$70.00
Lidar Analyst	$75.00
Photogrammetry Compiler	$75.00
Photogrammetry CAD Editor	$60.00
Aircraft crew (pilot & sensor operator)	$120.00
Survey Crew (4 Man with Equipment & Vehicle)	$190.00
Survey Crew (3 Man with Equipment & Vehicle)	$150.00
Survey Crew (2 Man with Equipment & Vehicle)	$115.00
Survey Crew (1 Man with Equipment & Vehicle)	$100.00
Clerical	$50.00
SPECIALIZED EQUIPMENT	**DAILY OR HOURLY RATES**
Airboat	$500.00 per day
4 Wheel Drive ATV/Jeep/Buggy	$300.00 per day
Single Beam Hydrographic Sounder & Computer	$300.00 per day
Multi Beam Hydrographic Sounder & Computer	$1,000.00 per day
Boat & Motor	$400.00 per day
RTK/RTN GPS (1 rover)	$50.00 per hour
Static GPS (per unit)	$25.00 per hour
GPS Pro XR (DGPS)	$25.00 per hour
Aircraft & Sensor	$1,500.00 per hour

299 Dr. Martin Luther King, Jr. St. N.
P. O. Box 683
St. Petersburg, Florida 33731-0683
(727) 822-4317 Fax (727) 822-2919

George F. Young, Inc.

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"EXHIBIT A"
GEORGE F. YOUNG, INC.
Fee Schedule

****Rates listed below are PER HOUR, unless otherwise noted****

PROFESSIONAL STAFF

ARCHITECTURE		LANDSCAPE ARCHITECTURE		SURVEY	
Principal Architect	$ 152.25	Principal Landscape Arch	$ 152.25	Principal Surveyor	$ 152.25
Architect III	$ 136.50	Landscape Arch III	$ 110.25	Surveyor III	$ 136.50
Architect II	$ 115.50	Landscape Arch II	$ 105.00	Surveyor II	$ 115.50
Architect I	$ 99.75	Landscape Arch I	$ 89.25	Surveyor I	$ 99.75

ENGINEERING		PLANNING		ENVIRONMENTAL	
Principal Engin	$ 162.75	Principal Plan	$ 152.25	Principal Ecologist	$ 131.25
Engineer III	$ 147.00	Planner III	$ 136.50	Senior Ecologist	$ 115.50
Engineer II	$ 126.00	Planner II	$ 115.50	Ecologist	$ 84.00
Engineer I	$ 105.00	Planner I	$ 99.75	Environmental Scientist	$ 84.00
				Permit Coordinator	$ 73.50

TECHNICAL STAFF

Designer III	$ 105.00	Technician III	$ 84.00	Admin Staff	$ 57.75
Designer II	$ 89.25	Technician II	$ 73.50		
Designer I	$ 78.75	Technician I	$ 63.00		

SURVEY AND HYDROGRAPHIC FIELD PARTIES

5 Person Field Crew	$ 181.65	5 Person Hydrographic Field Crew	$ 192.15
4 Person Field Crew	$ 160.65	4 Person Hydrographic Field Crew	$ 171.15
3 Person Field Crew	$ 139.65	3 Person Hydrographic Field Crew	$ 150.15
2 Person Field Crew	$ 118.65	2 Person Hydrographic Field Crew	$ 129.15

SUBSURFACE UTILITY DESIGNATION/LOCATION

Location Vac Truck and Crew	$1,942.50	Per Day		Utility Project Manager	$ 136.50
2 Person Designation Truck and Crew	$1,496.25	Per Day		Sr. Utility Coordinator	$ 115.50
3 Person Designation Truck and Crew	$1,758.75	Per Day		Utility Coordinator	$ 94.50
Ground Penetrating Radar with Operator	$1,548.75	Per Day		SUE Lead Locator	$ 73.50
Mobilization/Demobilization	$ 300.00	Per Day		SUE Locator Tech	$ 52.50
Maintenance of Traffic (MOT)	$ 400.00	Average Charge Per Setup			

Actual MOT fee to be negotiated for each project based upon field conditions

LEGAL ASSISTANCE

Preparation for Sworn Testimony		Sworn Testimony	
Professional Planner, Engineer, or Architect	$ 210.00	Professional Planner, Engineer, or Architect	$ 262.50
Professional Surveyor and Mapper	$ 210.00	Professional Surveyor and Mapper	$ 262.50
3 Person Field Crew	$ 183.75		
2 Person Field Crew	$ 157.50		
Senior Technician	$ 131.25		

***Hourly rates include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.**

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Fee Schedule

SPECIAL SURVEY INSTRUMENTS AND EQUIPMENT

Mobile Office	$ 40.00	Per Hour
Robotic Total Station	$ 40.00	Per Hour
Trimble RTK	$ 350.00	Per Day
Trimble Pathfinder Pro XR	$ 75.00	Per Day
Wild First Order Leveling Instruments and Rods	$ 20.00	Per Day
Wild T-3 Theodolite	$ 50.00	Per Day
24 Foot Mobile Survey Tower	$ 60.00	Per Day

HYDROGRAPHIC EQUIPMENT

24 Foot Survey Boat	$ 500.00	Per Day
14' or 17' Foot Survey Boat	$ 125.00	Per Day
Air Boat	$ 250.00	Per Day
ATV (4-wheel)	$ 150.00	Per Day
Echotrac DF3200 Echosounder	$ 50.00	Per Day
Trimble DGPS with HyPack	$ 125.00	Per Day

PER DIEM

Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes

BROADWAY ENGINEERING, P.A.

1335 W. Cass St.
Tampa, FL 33606
(813) 251-8244
Fax: 251-9338
Broadway-eng.com

Broadway Engineering, P.A. Fee Schedule

Valid 10/1/13 – 9/30/16

For SCS Engineers

Pinellas County Bridgeway Acres Landfill Contract

Lead Engineer	**$ 150.00/hr**
CAD Operator	**$ 60.00/hr**
Administration	**$ 40.00/hr**

Standard Labor Rate Definition:
The above labor rates include labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Work performed in excess of the standard workday (Monday through Friday) shall be at the rate of time and one-half. All work performed on Holidays shall be double time. Standard business hours are 8:00 AM to 5:00 PM, Monday through Friday.

Expenses and Markup:
All travel costs including transportation, lodging, meals, parking, etc. will be invoiced at cost. Travel time will be invoiced and start when the employee(s) leave their current location to when they return to their starting location. All subcontracts will be billed at cost plus fifteen percent (15%).

Terms: All invoices are due within thirty (30) calendar days of the invoice date. All reasonable legal fees and collection costs will be added for payments over ninety (90) days past due. If client fails to pay undisputed invoiced amounts which are past due, Broadway Engineering, P.A. may at any time thereafter, without waiving any other claim against client and without thereby incurring any liability from client, suspend work on the project. All preprinted terms & conditions on Client's purchase order form are inapplicable to this agreement.

Accepted: _____ Date: _____

DcR Engineering Services, Inc.

3110 Cherry Palm Drive
Suite 290
Tampa, FL 33619
Phone 813-418-3340
Fax 813-418-3355

Engineering Rates - valid 10/1/13 – 9/30/16

For SCS Engineers Pinellas County Bridgeway Acres Contract

Administration	$ 54.00	Planner/Scheduler	$ 117.00
CAD Operator & Eng Intern	$ 68.00	Engineer 2 & Engineer 3	$ 117.00
Designer	$ 97.00	Specialist	$ 117.00
Senior Designer	$ 102.00	PLC/HMI Programmer	$ 122.00
Engineer 1	$ 102.00	Senior & Project Engineer	$ 122.00
Instrument Technician	$ 102.00	Enterprise Programmer	$ 145.00
Sr. Instrument Technician	$ 109.00	Lead Engineer	$ 150.00
Telemetry Technician	$ 97.00	Design Supervisor	$ 150.00
Senior Telemetry Technician	$ 109.00	Supv & Consulting Engineer	$ 158.00
Control System Integrator	$ 117.00	Project Manager	$ 163.00

Standard Labor Rate Definition:

The above labor rates include labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Tool and equipment rental rates will be considered the same as material purchases. Work performed in excess of the standard workday (Monday through Friday) shall be at the rate of time and one-half. All work performed on Holidays shall be double time. Standard business hours are 8:00 AM to 5:00 PM, Monday through Friday or as agreed to by the DcR Project Manager.

Expenses and Markup:

All travel costs including transportation, lodging, meals, parking, etc. will be invoiced at cost plus five percent (5%). Company vehicle use will be invoiced at $100 per day. Travel time will be invoiced and start when the employee(s) leave their current location to when they return to their starting location. All material and freight charges will be billed at cost plus fifteen point five percent (15.5%) overhead, ten percent (10%) profit and applicable sales tax. All subcontracts will be billed at cost plus fifteen percent (15%). Cancelled orders for material and equipment are subject to restocking fees which will be invoiced at cost plus ten percent (10%) of the cost of the material/equipment for shipping & handling.

Terms: All invoices are due within fifteen (15) calendar days of the invoice date. An eighteen percent (18%) annual interest plus reasonable legal fees and collection costs will be added for late payments. If client fails to pay undisputed invoiced amounts by the due date, DcR may at any time thereafter, without waiving any other claim against client and without thereby incurring any liability from client, suspend work on the project. All preprinted terms & conditions on Client's purchase order form are inapplicable to this agreement.

In consideration and acceptance of the above rates; client agrees to not directly or indirectly employ a ***DcR Engineering Services, Inc.*** staff member, including contracted personnel, for a period of not less than six (6) months from the last date ***DcR*** provided engineering, design, and programming services for client. This stipulation may be waived in consideration of payment for twenty-six (26) weeks of the staff member's billable rate.

Accepted:_____ Date: _____

CDM Smith

1715 North Westshore Boulevard, Suite 875
Tampa, Florida 33607
tel: 813-281-2900
fax: 813-288-8787
cdmsmith.com

EXHIBIT "A"

CDM Smith Inc.

Hourly Billing Rates

Solid Waste Landfill Consulting Services

Labor Classification	Hourly Billing Rate ($/Hr)
Officer/Vice President	$ 296
Sr. Associate/Sr. Project Engineer	$ 242
Principal/Associate	$ 215
Specialist	$ 209
Project Engineer	$ 166
Professional II	$ 124
Professional I	$ 108
Sr. Tech/Support	$ 145
Tech/Support	$ 97
Admin	$ 67
Sr. Construction Field Service	$ 124
Construction Field Service	$ 97
In-House Consultant	$ 194

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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 four (4) for Additional Insured shall be attached to the certificate(s).**

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 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 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 endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor 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 Contractor 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 Contractor of this requirement to provide notice.

Should the Contractor, 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 Contractor for such purchase. 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of 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 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 of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

employees named on such list to perform work for the County. Should employees not named be utilized by contractor, 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 contractor 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 Contractor and sub-contractor(s).

The insurance requirements 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:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 100,000
Per Employee Disease	$ 100,000
Policy Limit Disease	$ 500,000

(B) 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	$ 1,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business 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 Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(E) 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", Contractor 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.

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

Limits

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

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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SECTION 1
INTENT OF AGREEMENT

THIS AGREEMENT, entered into on the _____day of _____2013 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 CDM Smith, Inc. with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Department of Environment and Infrastructure (DEI) – Solid Waste Division requires **PROFESSIONAL CONSULTING SERVICES** associated with SOLID WASTE LANDFILL AND OTHER RELATED LANDFILL ANCILLARY FACILITIES AND REALTED ACTIVITIES on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND REALTED CONSULTING ACTIVITIES SERVICES requisite to the management needs of the COUNTY'S SOLID WASTE DIVISION, 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

The scope of services outlined herein is the minimum scope of work to be provided. Work to be performed by the selected Consultant shall be on a negotiated, written assignment-by-assignment basis and shall include a "not to exceed" budget amount for the assignment. Work assignments shall be made by the County's Director of DEI Solid Waste Division.

The selected Consultant will provide Independent Engineering Consulting Services related to the needs of the County DEI, Division of Solid Waste. The work may include but is not limited to the following:

a. Contract Compliance Monitoring – Review and monitor landfill operator performance and compliance with the provisions of the operating contract. Work includes assisting the County in negotiating change orders and other changes to the operating contract.
b. Permit Assistance – Assist the County in preparing permit applications and the renewal of environmental permits required for system operation including solid waste permits, NPDES, wastewater, stormwater, mulch, and any other permits required for the construction and operation at the facility.
c. Design Engineering – Design of facilities and systems as may be required including landfill expansion areas, landfill closure, stormwater facilities, leachate treatment system, landfill gas systems, transfer facilities, roadways and monitoring systems. Work may include design, specifications, and assistance during bidding, and construction services necessary to certify compliance with permit requirements, as necessary.
d. Provide Construction and Engineering Services for projects as indepenfent third party where the Consultant was not the designer.
e. Future Needs Projections – Provide landfill life expectancy evaluations and air space utilization calculations including compaction. Assist in preparing solid waste quantity projections.
f. Monitoring – Assist the County in conducting environmental monitoring programs including evaluation and analysis of results, FDEP report generation and making recommendations. This work includes evaluating the gradient monitoring program including hydrology with special consideration to hydrogeological influences and the negative gradient required on the site by permit conditions. Work may include assessment of the slurry wall.
g. System Improvements – Analyze and recommend improvements to and/or adding existing facilities and programs including the preparations of construction and operating cost estimates. Assist the County in evaluating new technologies or systems that may be applicable to the County's solid waste system.
h. Landfill Operation – Evaluate and update landfill operating plans including sequencing of fill and construction of facilities. Assist in preparing permit applications and modifications, as applicable.
i. Landfill Closure – Evaluate and update closure sequence plans and long-term care programs including the preparation of permit applications, as applicable. Assist the County in evaluating end use options for closed landfill areas.
j. Financial Estimates – Provide closure, post closure and long term care cost estimates and assist the County in meeting financial responsibility requirements.
k. Landfill Gas Monitoring – Calculate and/or monitor emissions from the landfills to determine compliance with Title V air quality regulations.
l. Miscellaneous Services
    - Regulatory Issues – Monitor EPA and FDEP rulemaking, as well as state and federal legislative initiatives and advise the County of the affect of legislation and/or rule changes on its facilities and operations.
    - Permitting – Assist the County with reviewing applications and issuing permits to solid waste management and disposal facilities located in Pinellas County in

accordance with Pinellas County Code 106.
(http://library.municode.com/index.aspx?clientId=10274)
Chapter 106 - SOLID WASTE

- Waste Stream Composition – Assist the County in preparing updates to the waste stream compositions study on a periodic basis when requested.
- Artificial Reef Permit/Monitoring Services – Assist the artificial reef program with reef site monitoring, permit reporting to regulatory agencies, site investigations for new permits including preparation of permit applications.
- Survey – Assist the County in conducting surveys as required for landfill operation and permitting as well as to support other activities and projects.
- Meetings and Presentations – Assist the County in preparing for, and participating in meetings and presentations to local government, citizen groups and regulatory agencies.

m. The selected Consultant shall also provide services not otherwise described, or any other tasks associated with the County's solid waste operations, which may be required by the County during the course of the Agreement.

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 Solid Waste 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 an 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, as may be required.

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 required, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.

3.1.4 The CONSULTANT shall provide the following, if requested:

A. Support to COUNTY staff in development of a scope of services.

B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.

C. Quality control and constructability reviews of plans

D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, 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 Solid Waste 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 The CONSULTANT shall submit invoices for payment due as provided herein with such documentation as required by Pinellas County and all payments shall be made in accordance with the requirements of Section 218.70 *et. seq,* Florida Statutes, "The Local Government Prompt Payment Act." Invoices shall be submitted to the address below unless instructed otherwise on the purchase order, or if no purchase order, by the ordering department:

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

Each invoice shall include, at a minimum, the Consultant's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by CONSULTANT 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 fully burdened hourly rate basis, The hourly rates are fully loaded and include all labor, overhead, customary expenses such as copies, postage, and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of that area will be reimbursed in accordance with Section 112.061 F.S. 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..

C. There shall be no mark up percentage for sub-contractors. For the services of any subconsultants authorized by the County, the County agrees to reimburse the Consultant per the rate schedule attached (Exhibit A). For services not identified in the rate schedule (Exhibit A) the County agrees to reimburse the Consultant for actual costs. Copies of subcontractor invoices documenting actual cost must be submitted prior to payment. Subcontractor services may include, but are not limited to:

a. Aerial photography
b. Geotechnical investigations
c. Land survey services
d. Other **specialty subconsultants** needed for ancillary work that may be required during the term of the contract and preapproved by the Director of Solid Waste as long as it is within the approved contract amount.

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 and no/100 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.

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 approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, 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.

SECTION 10
SATISFACTORY PERFORMANCE

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

SECTION 11
RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12
CONSULTANTS ACCOUNTING RECORDS

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

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

12.3 The COUNTY reserves the privilege of auditing a 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. See Attachment A Insurance Requirements

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

20.1 The first ten dollars ($10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following 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.

20.2 Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

The duty to defend under this Article is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the CONSULTANT, the COUNTY and any indemnified party. The duty to defend arises immediately upon presentation of a claim by any party and written notice of such claim being provided to the CONSULTANT. The CONSULTANT'S obligation to indemnify and defend under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the COUNTY or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

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 from the 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 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.

The rates established and approved will be in effect for the first three (3) years of the five (5) year contract. A rate adjustment will allow for price adjustments (Decrease/Increase) beginning on the anniversary of year four (4) and remain fixed over the last two (2) years of the contract in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to the date of the anniversary of year four (4) of the contract or 2.5 percent (%), whichever is less. The adjustment shall be exercised only if all terms and conditions remain the same and the County Administrator or Director of Purchasing grants approval. It is the consultant's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the fourth (4^{th}) day of the anniversary period, the consultant's request for adjustment should be submitted 90 days prior to the contract anniversary date. If no adjustment request is received from the consultant, the County will assume the consultant has agreed that the term may be continued without pricing adjustment.

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

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
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

CDM Smith Inc.

By: _____

Print Name: Daniel Stroberg

Title: V.P. Date: _____

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____

Chairman Date: _____

ATTEST:

By: _____

Print Name: MARIO J. MARCACCIO

Title: ASSISTANT CLERK Date: _____

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____

Deputy Clerk Date: _____

(CORPORATE SEAL)

CDM SMITH INC 1970 MASSACHUSETTS

APPROVAL AS TO FORM:

By: _____

Office of the County Attorney

CDM Smith

1715 North Westshore Boulevard, Suite 875
Tampa, Florida 33607
tel: 813-281-2900
fax: 813-288-8787
cdmsmith.com

EXHIBIT "A"

CDM Smith Inc.

Hourly Billing Rates

Solid Waste Landfill Consulting Services

Labor Classification	Hourly Billing Rate ($/Hr)
Officer/Vice President	$ 296
Sr. Associate/Sr. Project Engineer	$ 242
Principal/Associate	$ 215
Specialist	$ 209
Project Engineer	$ 166
Professional II	$ 124
Professional I	$ 108
Sr. Tech/Support	$ 145
Tech/Support	$ 97
Admin	$ 67
Sr. Construction Field Service	$ 124
Construction Field Service	$ 97
In-House Consultant	$ 194

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall e-mail properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement to CertsOnly-Portland@ebix.com; be sure to include the organization's unique identifier, which will be provided upon notice of award. 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 four (4) for Additional Insured shall be attached to the certificate(s).**

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 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 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 endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies, obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor 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 Contractor 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 Contractor of this requirement to provide notice.

Should the Contractor, 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 Contractor for such purchase. 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

(1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.

(2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of 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 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 of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

employees named on such list to perform work for the County. Should employees not named be utilized by contractor, 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 contractor 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 Contractor and sub-contractor(s).

The insurance requirements 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:

(A) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	$ 100,000
Per Employee Disease	$ 100,000
Policy Limit Disease	$ 500,000

(B) 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	$ 1,000,000
Personal Injury and Advertising Injury	$ 1,000,000
General Aggregate	$ 2,000,000

(C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. If the business 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 Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	$ 1,000,000

(D) Excess or Umbrella Liability Insurance excess of the primary coverage required , in paragraphs (A), (B), and (C) above:

Limits

Each Occurrence	$ 4,000,000
General Aggregate	$ 4,000,000

(E) 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", Contractor 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.

ATTACHMENT 1 – SECTION C – INSURANCE REQUIREMENTS

Limits

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

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

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