



BOARD OF COUNTY COMMISSIONERS

DATE: September 24, 2015

AGENDA ITEM NO. 18

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Ranking of Firms and Negotiated Agreements - Engineering Consulting Services: St. Pete - Clearwater International Airport
Contract No. 134-0479-CN(RW)

Department:

Airport / Purchasing

Staff Member Responsible:

Thomas Jewsbury, Director / Joseph Lauro, Director

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE NEGOTIATED AGREEMENT WITH EACH OF THE EIGHT (8) TOP RANKED FIRMS:

1. AMERICAN INFRASTRUCTURE DEVELOPMENT, INC., TAMPA, FLORIDA
2. AVCON, INC., ORLANDO, FLORIDA
3. JACOBS ENGINEERING GROUP, INC., TAMPA, FLORIDA
4. KIMLEY-HORN AND ASSOCIATES, INC., TAMPA, FLORIDA
5. MICHAEL BAKER JR., INC., TAMPA, FLORIDA
6. PRIME ENGINEERING, INCORPORATED, ATLANTA, GEORGIA
7. RS&H, INC., TAMPA, FLORIDA
8. URS CORPORATION SOUTHERN, TAMPA, FLORIDA

FOR ENGINEERING CONSULTANT SERVICES FOR ST. PETE-CLEARWATER INTERNATIONAL AIRPORT (AIRPORT).

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

Summary Explanation/Background:

On December 19, 2014, in accordance with the Consultant Competitive Negotiation Act (CCNA), the Purchasing Department, on behalf of the Airport, released a Request for Proposal (RFP) with the intent of obtaining the services of qualified consulting engineering firms for multi-disciplinary engineering projects relating to the Airport Capital Improvement Program.

The objectives of this contract include: pre-design analysis; evaluation of alternatives; planning; engineering studies; design; permitting; inspection services; surveying and program management.

The firms in order of ranking are attached on the Ranking Spreadsheet.

An agreement with each of the eight (8) firms has been negotiated by staff and is presented to the Board for consideration. The negotiation process was protracted due to the iterative process of discussion, consideration and agreement regarding terms and conditions with several firms.

The rates provided by all firms are fully burdened. The hourly rates include all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. There is no markup allowed for subconsultants and the rates are fixed for the term of the contract. The contract is for a period of five (5) years and is effective upon execution of the agreement. The County reserves the right to re-negotiate rates if there is a change in market conditions.

Fiscal Impact/Cost/Revenue Summary:

The upset limit over the five (5) year term of the contract is \$750,000.00 for each firm for a total of \$6,000,000.00. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to these agreements pending the negotiated rates remain the same.

Funding for this project is derived from:

Federal Aviation Administration Entitlement Grants - 30.8%	\$ 1,848,000.00
Federal Aviation Administration Discretionary Grants - 24.3%	\$ 1,458,000.00
Transportation Security Administration Other Transaction Authority Grant - 8.7%	\$ 522,000.00
Florida Department of Transportation Aviation Grants - 8.6%	\$ 516,000.00
Passenger Facility Charges - 18.7%	\$ 1,122,000.00
Airport Operating Budget - 8.9%	\$ 534,000.00

Exhibits/Attachments:

Contract Review
Ranking Spreadsheet
Agreement



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

**CATS
NO.:45889**

PROJECT: Engineering Consulting Services – St Pete – Clearwater International Airport

RFP NUMBER: 134-0479-CN(RW)

TYPE: ☐ Purchase Contract ☒ Other: CCNA ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 18-22

PRODUCT ONLY ☐

This is an annual CCNA continuing contract.

Estimated Expenditure: \$ 3,750,000 OVER 5 YEARS

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	<u>Purchasing Dept.</u> C. Mancuso, Interim Director Ruby McKenzie, Ops Mgr Rianner Woodard, PAC	10/22/14 10/22/14 10/22/14	 		
2.	<u>Airport</u> Noah Lagos, Director Jeff Noa Scott Yarley	10/23/14 10/24 10/23/14	 JEFF NOA SAR	Need to use current FAA Contract Provisions Copy	Attached.

Using Dept please provide below information:

- A. ☐ Yes, funding for this project is using grant funding. ☐ No, funding for this project is not using grant funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.
- B. _____ Initial and Date Funding is available for this project.
Provide title of funding source _____
- C. Please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Email)

3.	<u>Risk Management Director</u> Attn: Virginia E. Holscher (Check applicable box at right)	10/31/14	VEH	See INS Requirements	HIGH RISK NOT HIGH RISK
4.	<u>BCC Finance</u> Frank Brandich Attn: Cassandra Williams	11/9/14		Reviewed on behalf of Cassandra Williams	
5.	<u>Legal</u> Attn: Miles Belknap	11/12/14	MB	Will assist Purchasing to prepare sample final agreements	
6.	<u>Ex Director</u> Attn: David Scott	11/13/14			
7.	<u>Asst. County Administrator</u> Attn: Joe Lauro	11/16/14			

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Rianner Woodard at Extension 4-3149
In order to meet the following schedule, please return your requirements to Purchasing by: 11/7/2014

TENTATIVE DATES	Advertiser: TBD
Bid Opening: TBD	Contract Approval TBD

PINELLAS COUNTY RANKING

RFP TITLE: Engineering Consulting Services – St. Pete-Clearwater International Airport
RFP NO. 134-0479-CN (RW)

Company Name	Point Total	Ranking
RS & H, Inc	917.50	1
Michael Baker Jr., Inc.	913.00	2
Jacobs Engineering Group Inc.	878.50	3
URS Corporation Southern d/b/a URS	859.25	4
Kimley-Horn and Associates, Inc.	853.00	5
American Infrastructure Development, Inc.	838.25	6
Prime Engineering, Inc.	835.00	7
AVCON, Inc.	831.25	8
Atkins North America, Inc. d/b/a Atkins	791.25	9
PSA Constructors, Inc.	752.50	10
C & S Engineering, Inc.	724.00	11
Phoenix Engineering Group, Inc	522.25	12
Hall Engineering Group, Inc.	490.25	13
Pyramid Engineering, Inc	468.50	14

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and American Infrastructure Development, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1-Section C – 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

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

SECTION 21
INTEREST ON JUDGMENTS

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

SECTION 22
TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name

American Infrastructure Development, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Sabina C. Mohammadi*
Print Name: Sabina C. Mohammadi
Title: President-CEO Date: _____

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Mandi Rains*
Print Name: Mandi Rains
Title: Executive Asst. Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

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

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID)
2015-2019 LABOR RATES

CLASSIFICATION	LOADED RATE
Project Principal	\$200.00
Project Manager	\$188.00
Senior Engineer/Planner	\$167.00
Engineer/Planner	\$131.00
Sr. Designer	\$101.00
Designer	\$83.00
Sr. Technician	\$73.00
Technician	\$66.00
Clerical	\$64.00

Prepared on March 3, 2015

Prepared for Pinellas County (St. Pete-Clearwater Int'l Airport)



<i>CLASSIFICATION</i>	<i>LOADED HOURLY RATES</i>
Project Director/Principal	\$265.00
Senior Project Manager	\$220.00
Project Manager	\$175.00
Senior Engineer	\$140.00
Engineer	\$98.00
Senior Designer	\$125.00
CADD Tech	\$88.00
Admin.	\$65.00
Senior Architect	\$165.00
Architect	\$74.00
Landscape Architect	\$230.00
Electrical	\$175.00
Mechanical	\$130.00
Structural	\$135.00
Senior Planner	\$180.00
Planner	\$123.00



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

Rate Schedule

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

Professional Staff

Surveying & Mapping

	Rate	GIS	Rate
Principal Surveyor	\$145.00	GIS PM	\$135.00
Surveyor III	\$130.00	GIS III	\$125.00
Surveyor II	\$110.00	GIS II	\$95.00
Surveyor I	\$95.00	GIS I	\$80.00

Landscape Architecture

	Rate	Ecology	Rate
Principal LA	\$145.00	Principal Ecologist	\$140.00
LA III	\$105.00	Senior Ecologist	\$110.00
LA II	\$100.00	Ecologist	\$90.00
LA I	\$85.00	Permit Coordinator	\$85.00

Technical Staff

	Rate	Technical Staff	Rate
Designer III	\$100.00	Technician III	\$80.00
Designer II	\$85.00	Technician II	\$70.00
Designer I	\$75.00	Technician I	\$60.00

Administrative Staff

Staff Assistant	Rate
-----------------	------

Survey Crews

	Rate	Legal Assistance	Rate
4 Person Crew	\$180.00	Preparation for Sworn Testimony	
3 Person Crew	\$150.00	Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$200.00
2 Person Crew	\$120.00	Sworn Testimony	
		Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$250.00

Specialty Survey Equipment

	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$ 150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$ 50.00 Per Day
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$ 125.00 Per Day
Robotic Total Station	\$17.00		

Subsurface Utility Designation and Location

	Rate		Rate
Location Vac. Truck and Crew	\$1,850.00	Per Day	Utility Project Manager \$130.00
2 Person Designation Truck and Crew	\$1,425.00	Per Day	Sr. Utility Coordinator \$123.00
3 Person Designation Truck and Crew	\$1,675.00	Per Day	Utility Coordinator \$100.00
Ground Penetrating Radar with Operator	\$1,475.00	Per Day	Lead Locator \$70.00
Mobilization/Demobilization	\$ 300.00	Per Day	Locator Tech \$50.00
Maintenance of Traffic (MOT)	\$ 400.00	Average Charge Per Setup	
Actual MOT Fee to be negotiated for each project based upon field conditions			

Consultant:



Client:

American Infrastructure Development, Inc.

Owner

St. Petersburg-Clearwater Airport

Project Name: St. Petersburg-Clearwater Airport GEC

Classification	5-Year Billing Rate
Principal in Charge	\$209.96
Senior Project Manager	\$209.96
Project Manager	\$162.78
Senior Engineer	\$209.96
Project Engineer	\$162.78
Surveyor & Mapper	\$130.45
Engineer Intern	\$97.31
Senior Designer	\$121.57
Designer	\$80.67
Senior Technician	\$87.80
Engineering Tech/CADD	\$62.40
GIS Specialist	\$135.66
CEI Senior Inspector	\$97.55
Party Chief	\$67.31
Instrument Person	\$50.79
Rod Person	\$38.15
Survey Crew (4-person)	\$194.40
Survey Crew (3-person)	\$156.25
Clerical/Administrative	\$78.64



March 4, 2015

Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Mr. Rianner Woodard
Procurement Analyst Coordinator

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**

Mr. Woodard:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.

Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 45.15	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	\$ 262.00	\$ 0.00
Flagmen & Barricades (2 man crew)	Day	0	\$ 829.00	\$ 0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$ 34.30	\$ 0.00
Arrow Rental Sign	Day	0	\$ 69.30	\$ 0.00
Auger Borings	L.F.	0	\$ 9.25	\$ 0.00
Extra Split Spoon Samples	Each	0	\$ 35.95	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$ 550.00	\$ 0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	\$ 125.00	\$ 0.00
2-Inch Piezometer Installation	L.F.	0	\$ 36.00	\$ 0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	\$ 189.00	\$ 0.00
Clearing Operations (Heavy Equipment)	Day	0	\$ 2,500.00	\$ 0.00
Clearing Operations (Light TEquipment)	Day	0	\$ 1,250.00	\$ 0.00
Double Ring Infiltration Test	Test	0	\$ 400.00	\$ 0.00
Organic Vapor Analyzer (OVA)	Day	0	\$ 220.50	\$ 0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	\$ 11.55	\$ 0.00
Pavement Cores, Asphalt	Each	0	\$ 100.00	\$ 0.00
Concrete Cores	Each	0	\$ 125.00	\$ 0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	\$ 3.65	\$ 0.00
Natural Moisture Content Tests	Test	0	\$ 10.00	\$ 0.00
Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	\$ 0.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 35.00	\$ 0.00
Organic Content Tests	Test	0	\$ 35.00	\$ 0.00
Atterberg Limit Tests	Test	0	\$ 85.00	\$ 0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 130.00	\$ 0.00
Unit Weight Determination	Test	0	\$ 39.35	\$ 0.00
Consolidation Tests	Test	0	\$ 393.00	\$ 0.00
(a) Each additional load increment above 4TSF	Each	0	\$ 25.20	\$ 0.00
Specific Gravity	Test	0	\$ 56.70	\$ 0.00
Triaxial Shear Tests (3 Points)	Test	0	\$ 336.00	\$ 0.00
Rock Compression Test	Test	0	\$ 105.00	\$ 0.00
Split Tension Test	Test	0	\$ 105.00	\$ 0.00
LBR Test	Test	0	\$ 300.00	\$ 0.00
Permeability Test, Granular Soils	Test	0	\$ 170.00	\$ 0.00
Grain-Size with Hydrometer	Test	0	\$ 110.00	\$ 0.00
Proctor Test (a) Modified	Test	0	\$ 110.00	\$ 0.00
(b) Standard	Test	0	\$ 105.00	\$ 0.00
Concrete Compression, Test Only	Test	0	\$ 10.00	\$ 0.00
Chloride Testing, Saltwater Intrusion	Test	0	\$ 150.00	\$ 0.00
Petrographic Testing	Test	0	\$ 1,000.00	\$ 0.00
Swell Test	Test	0	\$ 157.50	\$ 0.00
Sample Preparation, Samples from Others	Hour	0	\$ 65.00	\$ 0.00
Direct Shear Strength Test (1 Point)	Test	0	\$ 262.50	\$ 0.00
Soil Cement Mix Designs	Each	0	\$ 1020.00	\$ 0.00
pH Test	Test	0	\$ 27.70	\$ 0.00
Fines Content	Test	0	\$ 42.00	\$ 0.00
Extrusion of UD	Test	0	\$ 27.55	\$ 0.00
Bitumen Extraction	Test	0	\$ 110.00	\$ 0.00
Bitumen Gradation	Test	0	\$ 110.00	\$ 0.00

**Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE**

**General Engineering Consultant
St. Petersburg-Clearwater International Airport**

	Unit	# of Units		Unit Price	Total
III. ENGINEERING AND TECHNICAL SERVICES					
Project Manager	Hour	0	\$	180.00	\$ 0.00
Senior Engineer	Hour	0	\$	175.00	\$ 0.00
Chief Scientist	Hour	0	\$	145.00	\$ 0.00
Senior Project Engineer	Hour	0	\$	145.00	\$ 0.00
Engineer	Hour	0	\$	110.00	\$ 0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$ 0.00
Senior Scientist	Hour	0	\$	105.00	\$ 0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$ 0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$ 0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$ 0.00
Secretary/Clerical	Hour	0	\$	50.00	\$ 0.00
Note: Hourly Rates are portal to portal				Total	\$ 0.00

Appendix 1

~~**ATTACHMENT 1**~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **[specify number]** days from the receipt of each payment the Consultant receives from **[Name of recipient]**. The Consultant agrees further to return retainage payments to each subcontractor within **[specify the same number as above]** days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the **[Name of Recipient]**. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (4) Professional Liability (Errors and Omissions) Insurance including Construction Management (Errors and Omissions) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and AVCON, Inc., with offices in Orlando, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1-Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25
EXTENT OF AGREEMENT

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

SECTION 26
PUBLIC ENTITY CRIMES

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

SECTION 27
PUBLIC RECORDS

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

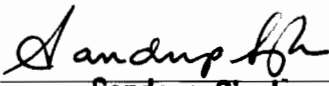
SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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


Firm Name

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Sandeep Singh
Title: President Date: 6/5/15

By: _____
Chairman Date: _____

ATTEST:

By: 
Print Name: JAMES A. KRISS
Title: SECRETARY Date: 6/5/15

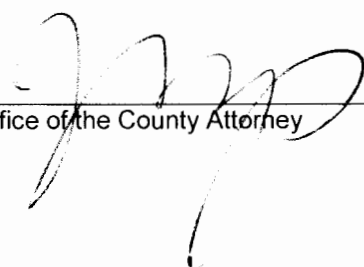
ATTEST:

Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



AVCON, INC.
ENGINEERS & PLANNERS

5555 E. Michigan Street, Suite 200
Orlando, Florida 32822-2779
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

March 11, 2015

Ms. Rianner Woodard
Procurement Analyst Coordinator
Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

Sent via email rwoodard@pinellascounty.org

**Re: Request for Rates – Engineering Consultant Services for St. Petersburg-
Clearwater International Airport
Contract No. 134-0479-CN (RW)**

Dear Ms. Woodard:

As requested in your letter dated February 26, 2015, we are attaching our Schedule of Rate Values as "Exhibit A". We are also attaching the Schedules of Rate Values for each of the subconsultants that will provide services under this contract.

Please contact either Jerry Conway or me if you have any questions related to these attachments.

Thank you.

Sincerely,
AVCON, Inc.

A handwritten signature in black ink, appearing to read "Sandeep Singh", is written over a horizontal line.

Sandeep Singh, P.E.
President

SS:jc
Attachments as stated.



AVCON, INC.
ENGINEERS & PLANNERS

3555 E. Michigan Street, Suite 200
Orlando, Florida 32822-2779
Phone: (407) 599-1122
Fax: (407) 599-1133
www.avconinc.com

"EXHIBIT A"

AVCON, INC.

ST. PETE-CLEARWATER INTERNATIONAL AIRPORT

SCHEDULE OF RATE VALUES

<u>Position Description</u>	<u>2015 Proposed Contract Billing Rate</u>
Principal	\$218.00
QC Reviewer	\$218.00
Senior Project Manager	\$218.00
Project Manager	\$181.00
Senior Mechanical Engineer	\$154.00
Senior Aviation Planner	\$154.00
Senior Engineer	\$133.00
Project Engineer	\$105.00
Engineer/ Planner	\$78.00
Sr. CADD Designer	\$97.00
CADD Designer	\$74.00
Resident Inspector	\$96.00
Administrative	\$92.00

Note: AVCON will not place a mark-up on sub-consultant services for overhead or operating margin.

Note: The rates listed above will be in place for the duration of the contract.

RESPECTFULLY SUBMITTED:

DATE:

3/10/2015



THE ASH GROUP, INC
 FORMERLY ASH ENGINEERING, INC.
 5802 BENJAMIN CENTER DR. SUITE 101
 TAMPA, FL 33634
 P 813 290 8899 F 813 290 8891
 www.ash-grp.com

2015-2020 AVCON / PIE FEE SCHEDULE

	PERSONNEL	HOURLY RATES
	Principal	\$ 200.00
	VP or Division Manager	\$ 180.00
	Group Manager	\$ 170.00
Engineer Track	Project Manager/Sr. Professional Engineer	\$ 155.00
	Project Manager/Professional Engineer	\$ 133.00
	Project Engineer	\$ 100.00
Scientist Track	Project Manager/Sr. Scientist	\$ 122.00
	Sr. Scientist	\$ 95.00
	Project Scientist	\$ 80.00
Technical Track	Project Manager/Sr. Designer	\$ 120.00
	Designer	\$ 99.00
	Design Technician	\$ 82.00
	CADD Technician	\$ 70.00
Field Services	Sr. Field Representative	\$ 115.00
	Construction Inspector	\$ 106.00
	Team Leader	\$ 75.00
	Locator or Technician	\$ 65.00
Administrative	Administrative Assistant or Technical Clerical	\$ 79.00
	Clerical or Aide	\$ 55.00

Expenses:

Mileage will be invoiced at current IRS rate. Fuel surcharge will be added for gasoline prices over \$4.00/gallon unleaded or \$4.00/gallon diesel.

Plots & Copies by size and material

(Size Material)	B&W Bond	Color Bond
24" x 36" Plots	\$ 2.50	\$ 10.00
11" x 17" copies	\$ 0.50	\$ 1.00
8-1/2" X 11" copies	\$ 0.12	\$ 0.50

Faxes @ \$1.00/page.

Postage and other miscellaneous costs shall be billed based upon actual costs. Any equipment or materials that are rented will be billed separately with a ten (10) percent overhead fee. All job-related expenses purchased from an outside vendor will be invoiced at cost plus ten (10) percent.

General Notes:

- Subcontractor costs will be billed separately from Ash's hourly rate and will include a 10% mark-up for administrative processing, insurance, and coordination.
- All preparation for participation in legal proceedings required by the Client shall be paid by the Client at the 1.5 times Consultant's regular hourly rate.
- Ash shall be paid 1.5 times the regular hourly rate for work performed, at Client's request, on Saturdays, Sundays, Holidays, or between the hours of 6:00 p.m. and 8:00 a.m.
- All permit fees will be paid for directly by the Client, unless arranged for Ash to be reimbursed by the Client. A 5% surcharge will be access for permit fees paid by Ash, and then reimbursed by the Client.
- Please see The Ash Group's 2015 Field Services Fee Schedule for cost of services such as Vacuum Excavation, GPR services, and Utility Locating.

Approved: Janice Sands Ash, P.E., President

JSAT15AAT TeamDeliv\15aat 2015-2020 avcon pie fee

schedule.docx



Providing Solutions

THE ASH GROUP, INC.
FORMERLY ASH ENGINEERING, INC.
5802 BENJAMIN CENTER DR. SUITE 101
TAMPA, FL 33634
P 813 290 8899 F 813 290 8891

2015-2020 AVCON / PIE FIELD SERVICES FEE SCHEDULE

www.ash-grp.com

Designating Team (Level B) – Daily Rate: \$1,550.00 per day.

This is a process of inducing a signal through a transmitter that is directly coupled to a metallic underground utility, a receiver is used to detect the transmitted signal to give a horizontal location of that utility. The path of the utility will be painted and flagged on the ground surface above the utility using the APWA color code standards. The technician will measure the location from a known feature and record information in the field book or GPS. The designating crew will have special tools and equipment on their trucks to perform designating of all known underground utilities except for MOT lane closure equipment, manhole entry equipment. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2015 Personnel Fee Schedule. There will be no mobilization cost for job located in Pinellas and Hillsborough Counties. If job site is outside the 2 counties mentioned, the hourly rate is invoiced portal to portal. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates. CADD drafting or other inhouse generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Vacuum Excavation Team (Level A) – Daily Rate: \$1,850.00 per day

This is a non-destructive process of exposing underground utilities by using air and vacuum, once the utility is exposed a reference point is set directly above the utility so a measured depth can be taken from the reference point to the top of utility. A size, type, and material will also be recorded at the time of excavation. This pay item includes setup, vacuum truck technician time, and restoration of the excavation site. Depending on ground conditions the vacuum excavation may reach a depth up to 9 feet. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2015 Personnel Fee Schedule. There will be no mobilization cost for job located in Pinellas and Hillsborough Counties. If job site is outside the 2 counties mentioned, the hourly rate is invoiced portal to portal. Mileage to and from job sites will be billed as an expense on a per mile basis governed by current IRS reimbursable rates. CADD drafting or other inhouse generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Surveying Team – Daily Rate: \$1,500 per day. This pay item includes all travel to and from the job site in Pinellas and Hillsborough County. All work is done under the direction of a Florida State Licensed Surveyor and Mapper (PSM) a full work day consists of 8 hours. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly team leader per the 2015 Personnel Fee Schedule. CADD drafting or other inhouse generated deliverables will be invoiced based on Ash's 2015 Personnel Fee Schedule.

Ground Penetrating Radar (GPR) Team – Daily Rate: \$1,600 per day or \$900.00 per half day. This pay item includes all travel to and from the job site, setup, GPR equipment truck, technician time, electronic designation of the excavation site (limited to 50LF). A full work day consists of 8 hours. A half day consists of 4 hours maximum. An on-site supervisor will be required throughout the performance of the task and will be billed as an hourly Team Leader per the 2012 Personnel Fee Schedule. No mobilization is required in Pinellas and Hillsborough County.

Vacuum Excavation or GPR Team Mobilization/Demobilization: \$110.00 per hour of travel to and from the site, outside of Hillsborough and Pinellas County or for any job with less than 4 vacuum test holes, regardless of location. This includes mobilization and demobilization of vacuum excavation team and equipment to job sites outside of Pinellas and Hillsborough County. This may be charged daily, if the team is required to demobilize at the end of each workday.

Hotel and Per diem: \$ 120.00 per person per night. This pay item includes the cost for hotel and per diem per person per night of overnight travel related to specific job.

Manhole Set-up: \$200.00 per day per manhole. This pay item is based on a per day charge for each manhole open. It includes cage with "No Smoking within 10 Feet" signs, ventilator, trash pump, gas detector (oxygen, LEL, and others), and ladder. It includes the fee for confined space manhole entry permit, along with all personal protection equipment as required by OSHA for confined space entry.

Lane Closure Permit: \$500.00 per permit. This pay item includes services to prepare a City, County, or FDOT permit application for lane closure to perform locating services. This fee does not include any permit application fees that may be required. Ash will prepare the permit application and deliver package to the permitting agency for processing. This fee is only for initial submittal. Any response to additional information required by the agency will be performed on a time and expense basis. This pay item does not guarantee permit approval.

MOT Lane Closure: \$450.00 per day. This pay item includes all equipment to provide a safe work area while performing locates when lane closure is required. This includes only 1 electric arrow board, 4 men working signs, 2 lane closure signs, and cones or barricades. If the MOT requires additional equipment, the fees for these items will be added as a per day charge.

Approved: Janice Sands Ash, P.E., President



4350 West Cypress Street
Suite 950
Tampa, FL 33607
813.207.7200
813.207.7201

March 10, 2015

Sandeep Singh
President
AVCON
5555 E. Michigan Street, Suite 200
Orlando, FL 32322

Subject: ESA Rates for St. Petersburg-Clearwater International Airport (PIE)

Dear Mr. Singh:

Pursuant to the request for hourly rates for the above referenced contract, ESA is providing this rate schedule for all relevant staff as sub-consultant to AVCON. It is understood that the rate structure must be fully loaded (burdened) and include all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical Area. We acknowledge that our rates shall be held firm for the contract term of five (5) years from the date of Board award. ESA's rate schedule is as follows:

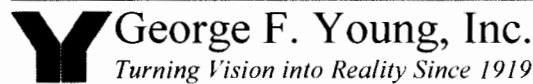
Labor Category	Hourly Rate
Senior Director II	240
Senior Director	225
Senior Managing Associate II	185
Senior Managing Associate	170
Managing Associate II	155
Managing Associate	145
Senior Associate II	140
Senior Associate	130
Associate III	120
Associate II	110
Associate I	95
Project Technician	75
Clerical Technician	55

Project based expenses and subconsultant costs will be based on actual costs incurred without markup.

Sincerely,

Michael Arnold
Vice President
407-312-1294 cell
marnold@esassoc.com
www.esassoc.com

299 Dr. Martin Luther King, Jr. Street No.
 St. Petersburg, FL 33701
 (727) 822-4317 Phone | (727) 822-2919 Fax
 www.georgefyoung.com



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

Rate Schedule

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

Professional Staff

Surveying & Mapping

	Rate	GIS	Rate
Principal Surveyor	\$145.00	GIS PM	\$135.00
Surveyor III	\$130.00	GIS III	\$125.00
Surveyor II	\$110.00	GIS II	\$95.00
Surveyor I	\$95.00	GIS I	\$80.00

Landscape Architecture

	Rate	Ecology	Rate
Principal LA	\$145.00	Principal Ecologist	\$140.00
LA III	\$105.00	Senior Ecologist	\$110.00
LA II	\$100.00	Ecologist	\$90.00
LA I	\$85.00	Permit Coordinator	\$85.00

Technical Staff

	Rate	Technical Staff	Rate
Designer III	\$100.00	Technician III	\$80.00
Designer II	\$85.00	Technician II	\$70.00
Designer I	\$75.00	Technician I	\$60.00

Administrative Staff

Staff Assistant	Rate
	\$55.00

Survey Crews

	Rate	Legal Assistance	Rate
4 Person Crew	\$180.00	Preparation for Sworn Testimony	
3 Person Crew	\$150.00	Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$200.00
2 Person Crew	\$120.00	Sworn Testimony	
		Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$250.00

Specialty Survey Equipment

	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$ 150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$ 50.00 Per Day
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$ 125.00 Per Day
Robotic Total Station	\$17.00		

Subsurface Utility Designation and Location

	Rate		Rate
Location Vac. Truck and Crew	\$1,850.00	Per Day	Utility Project Manager \$130.00
2 Person Designation Truck and Crew	\$1,425.00	Per Day	Sr. Utility Coordinator \$123.00
3 Person Designation Truck and Crew	\$1,675.00	Per Day	Utility Coordinator \$100.00
Ground Penetrating Radar with Operator	\$1,475.00	Per Day	Lead Locator \$70.00
Mobilization/Demobilization	\$ 300.00	Per Day	Locator Tech \$50.00
Maintenance of Traffic (MOT)	\$ 400.00	Average Charge Per Setup	
Actual MOT Fee to be negotiated for each project based upon field conditions			

GAINESVILLE | LAKEWOOD RANCH | ORLANDO | PALM BEACH | ST. PETERSBURG | TAMPA

Passionately committed to
Integrity | Quality | Service

**ARCHITECTURAL
HOURLY RATE SCHEDULE**

Executive	\$ 295.00
Partner	\$ 260.00
Principal	\$ 210.00
Project Director / Manager	\$ 165.00
Senior Project Architect	\$ 150.00
Project Architect	\$ 120.00
Architect	\$ 115.00
CADD Operator	\$ 110.00
Specification Writer	\$ 150.00
Job Site Inspector	\$ 130.00
Clerical	\$ 65.00

Rates will be in effect for the duration of the contact, from 2015 through 2020.

Reimbursable expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and Architect's employees and are identified as follows:

Transportation/Mileage (0.54 per mile)
Out of Town Travel Expenses
Long Distance Communications
Fees for Securing Permits/Approvals
Reproductions
Postage
Renderings/Models

Subconsultant fees and expenses will not contain any mark-ups.



March 4, 2015

Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Mr. Rianner Woodard
Procurement Analyst Coordinator

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**

Mr. Woodard:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.

A handwritten signature in dark ink, appearing to read "Henri V. Jean", with a stylized flourish at the end.

Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 45.15	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	\$ 262.00	\$ 0.00
Flagmen & Barricades (2 man crew)	Day	0	\$ 829.00	\$ 0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$ 34.30	\$ 0.00
Arrow Rental Sign	Day	0	\$ 69.30	\$ 0.00
Auger Borings	L.F.	0	\$ 9.25	\$ 0.00
Extra Split Spoon Samples	Each	0	\$ 35.95	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$ 550.00	\$ 0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	\$ 125.00	\$ 0.00
2-Inch Piezometer Installation	L.F.	0	\$ 36.00	\$ 0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	\$ 189.00	\$ 0.00
Clearing Operations (Heavy Equipment)	Day	0	\$ 2,500.00	\$ 0.00
Clearing Operations (Light TEquipment)	Day	0	\$ 1,250.00	\$ 0.00
Double Ring Infiltration Test	Test	0	\$ 400.00	\$ 0.00
Organic Vapor Analyzer (OVA)	Day	0	\$ 220.50	\$ 0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	\$ 11.55	\$ 0.00
Pavement Cores, Asphalt	Each	0	\$ 100.00	\$ 0.00
Concrete Cores	Each	0	\$ 125.00	\$ 0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	\$ 3.65	\$ 0.00
Natural Moisture Content Tests	Test	0	\$ 10.00	\$ 0.00
Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	\$ 0.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 35.00	\$ 0.00
Organic Content Tests	Test	0	\$ 35.00	\$ 0.00
Atterberg Limit Tests	Test	0	\$ 85.00	\$ 0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 130.00	\$ 0.00
Unit Weight Determination	Test	0	\$ 39.35	\$ 0.00
Consolidation Tests	Test	0	\$ 393.00	\$ 0.00
(a) Each additional load increment above 4TSF	Each	0	\$ 25.20	\$ 0.00
Specific Gravity	Test	0	\$ 56.70	\$ 0.00
Triaxial Shear Tests (3 Points)	Test	0	\$ 336.00	\$ 0.00
Rock Compression Test	Test	0	\$ 105.00	\$ 0.00
Split Tension Test	Test	0	\$ 105.00	\$ 0.00
LBR Test	Test	0	\$ 300.00	\$ 0.00
Permeability Test, Granular Soils	Test	0	\$ 170.00	\$ 0.00
Grain-Size with Hydrometer	Test	0	\$ 110.00	\$ 0.00
Proctor Test (a) Modified	Test	0	\$ 110.00	\$ 0.00
(b) Standard	Test	0	\$ 105.00	\$ 0.00
Concrete Compression, Test Only	Test	0	\$ 10.00	\$ 0.00
Chloride Testing, Saltwater Intrusion	Test	0	\$ 150.00	\$ 0.00
Petrographic Testing	Test	0	\$ 1,000.00	\$ 0.00
Swell Test	Test	0	\$ 157.50	\$ 0.00
Sample Preparation, Samples from Others	Hour	0	\$ 65.00	\$ 0.00
Direct Shear Strength Test (1 Point)	Test	0	\$ 262.50	\$ 0.00
Soil Cement Mix Designs	Each	0	\$ 1020.00	\$ 0.00
pH Test	Test	0	\$ 27.70	\$ 0.00
Fines Content	Test	0	\$ 42.00	\$ 0.00
Extrusion of UD	Test	0	\$ 27.55	\$ 0.00
Bitumen Extraction	Test	0	\$ 110.00	\$ 0.00
Bitumen Gradation	Test	0	\$ 110.00	\$ 0.00

**Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE**

**General Engineering Consultant
St. Petersburg-Clearwater International Airport**

	Unit	# of Units	Unit Price		Total
III. ENGINEERING AND TECHNICAL SERVICES					
Project Manager	Hour	0	\$	180.00	\$ 0.00
Senior Engineer	Hour	0	\$	175.00	\$ 0.00
Chief Scientist	Hour	0	\$	145.00	\$ 0.00
Senior Project Engineer	Hour	0	\$	145.00	\$ 0.00
Engineer	Hour	0	\$	110.00	\$ 0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$ 0.00
Senior Scientist	Hour	0	\$	105.00	\$ 0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$ 0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$ 0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$ 0.00
Secretary/Clerical	Hour	0	\$	50.00	\$ 0.00
Note: Hourly Rates are portal to portal				Total	\$ 0.00

Appendix 1

~~ATTACHMENT 1~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Jacobs Engineering Group, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. All surveys shall be certified by a Professional Land Surveyor (PLS) 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1- Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25
EXTENT OF AGREEMENT

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

SECTION 26
PUBLIC ENTITY CRIMES

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

SECTION 27
PUBLIC RECORDS

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

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Randy Pierce

Title: G Vice President Date: _____

Jacobs Engineering Group Inc.

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: Elizabeth A. Repinski

Title: ASS Corp Sec Date: _____

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney



201 N Franklin Street
Suite 1400
Tampa, Florida 33602
1 813 676 2300 Fax 1 813 676 2301

March 10, 2015

Ms. Rianner Woodard
Procurement Analyst Coordinator
Pinellas County Purchasing
400 South St. Harrison, Sixth Floor
Clearwater, FL 33756

RE: Request for Schedule of Rates – Engineering Consultant Services for St. Pete-Clearwater
International Airport
Contract No. 134-0479-CN (RW)

Dear Ms. Woodard:

As requested, Jacobs is pleased to provide our team's Schedule of Rate Values. Attached, please find "Exhibit A", which contains both Jacobs' and our subconsultant's rate structures that list our full loaded (burdened) hourly rates. Each hourly rate does include all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical Area.

If you have any questions or require any additional information, please do not hesitate to contact this office.

Very truly yours,

A handwritten signature in black ink, appearing to read "Chris W. Bowker, Jr." with a stylized flourish at the end.

Christopher W. Bowker, Jr., P.E.
Senior Project Manager

CWB/cwb
Attachments

cover letter pinellas county schedule of rates

EXHIBIT A – SCHEDULE OF RATES

JACOBS

<i>CLASSIFICATION</i>	<i>LOADED HOURLY RATES</i>
Project Director/Principal	\$265.00
Senior Project Manager	\$220.00
Project Manager	\$175.00
Senior Engineer	\$140.00
Engineer	\$98.00
Senior Designer	\$125.00
CADD Tech	\$88.00
Admin.	\$65.00
Senior Architect	\$165.00
Architect	\$74.00
Landscape Architect	\$230.00
Electrical	\$175.00
Mechanical	\$130.00
Structural	\$135.00
Senior Planner	\$180.00
Planner	\$123.00

Jacobs Engineering Group Inc.
North American Infrastructure (*business unit*)

5-Dec-14

FY2015 Cost or Pricing Data

- The first column reflects the Billing rates recommended by the Defense Contract Audit Agency for Jacobs North American Infrastructure (NAI) and Global Buildings North America business unit on federal projects.

- The 2nd column reflects the 4th Quarter Actuals for Fiscal Year 2014.

- The third column reflects Jacobs FY2015 Forecast Indirect Rates.

- The last column reflects Jacobs FY13 Audited Indirect Rates

	CACO BILLING	FY2014	FY2015	FY2013
	FY14 As of October 2	4th Qtr	Forecast	Audited
NAI	2014	Actuals	Rates	Indirect Rate
At-Office	107.85%	106.70%	110.71%	115.01%
At-Site	88.42%	85.50%	88.67%	91.85%

This information provided to comply with the Truth in Negotiations Act.

LeighFisher -- Aviation Division
Pinellas County Billing Rates Schedule

Contract No.: 134-0479-CN (RW)

Title		
Directors	\$	330.00
Associate Directors	\$	290.00
Principal Consultants	\$	270.00
Senior Advisors	\$	250.00
Senior Consultants	\$	230.00
Consultants	\$	170.00
Contract Consultants	\$	230.00
Interns	\$	120.00
Graphics Technicians	\$	120.00
Project Support	\$	120.00
Word Processing	\$	100.00

AMERICAN INFRASTRUCTURE DEVELOPMENT, INC. (AID)

2015-2019 LABOR RATES



CLASSIFICATION	LOADED RATE
Project Principal	\$200.00
Project Manager	\$188.00
Senior Engineer/Planner	\$167.00
Engineer/Planner	\$131.00
Sr. Designer	\$101.00
Designer	\$83.00
Sr. Technician	\$73.00
Technician	\$66.00
Clerical	\$64.00

Prepared on March 3, 2015

Prepared for Pinellas County (St. Pete-Clearwater Int'l Airport)

299 Dr. Martin Luther King, Jr. Street No.
 St. Petersburg, FL 33701
 (727) 822-4317 Phone | (727) 822-2919 Fax
 www.georgefyoung.com



ARCHITECTURE · CIVIL ENGINEERING · ECOLOGY · GIS · LANDSCAPE ARCHITECTURE · PLANNING · SURVEYING · SUBSURFACE UTILITY ENGINEERING

Rate Schedule

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

Professional Staff

Surveying & Mapping

	Rate	GIS	Rate
Principal Surveyor	\$145.00	GIS PM	\$135.00
Surveyor III	\$130.00	GIS III	\$125.00
Surveyor II	\$110.00	GIS II	\$95.00
Surveyor I	\$95.00	GIS I	\$80.00

Landscape Architecture

	Rate	Ecology	Rate
Principal LA	\$145.00	Principal Ecologist	\$140.00
LA III	\$105.00	Senior Ecologist	\$110.00
LA II	\$100.00	Ecologist	\$90.00
LA I	\$85.00	Permit Coordinator	\$85.00

Technical Staff

	Rate	Technical Staff	Rate
Designer III	\$100.00	Technician III	\$80.00
Designer II	\$85.00	Technician II	\$70.00
Designer I	\$75.00	Technician I	\$60.00

Administrative Staff

Staff Assistant	Rate
	\$55.00

Survey Crews

	Rate	Legal Assistance	Rate
4 Person Crew	\$180.00	Preparation for Sworn Testimony	
3 Person Crew	\$150.00	Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$200.00
2 Person Crew	\$120.00	Sworn Testimony	
		Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$250.00

Specialty Survey Equipment

	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$ 150.00 Per Day
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$ 50.00 Per Day
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$ 125.00 Per Day
Robotic Total Station	\$17.00		

Subsurface Utility Designation and Location

	Rate		Rate
Location Vac. Truck and Crew	\$1,850.00	Per Day	Utility Project Manager \$130.00
2 Person Designation Truck and Crew	\$1,425.00	Per Day	Sr. Utility Coordinator \$123.00
3 Person Designation Truck and Crew	\$1,675.00	Per Day	Utility Coordinator \$100.00
Ground Penetrating Radar with Operator	\$1,475.00	Per Day	Lead Locator \$70.00
Mobilization/Demobilization	\$ 300.00	Per Day	Locator Tech \$50.00
Maintenance of Traffic (MOT)	\$ 400.00	Average Charge Per Setup	
Actual MOT Fee to be negotiated for each project based upon field conditions			



March 4, 2015

Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Mr. Rianner Woodard
Procurement Analyst Coordinator

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**


Mr. Woodard:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.


Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

**Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE**

**General Engineering Consultant
St. Petersburg-Clearwater International Airport**

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 45.15	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	\$ 262.00	\$ 0.00
Flagmen & Barricades (2 man crew)	Day	0	\$ 829.00	\$ 0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$ 34.30	\$ 0.00
Arrow Rental Sign	Day	0	\$ 69.30	\$ 0.00
Auger Borings	L.F.	0	\$ 9.25	\$ 0.00
Extra Split Spoon Samples	Each	0	\$ 35.95	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$ 550.00	\$ 0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	\$ 125.00	\$ 0.00
2-Inch Piezometer Installation	L.F.	0	\$ 36.00	\$ 0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	\$ 189.00	\$ 0.00
Clearing Operations (Heavy Equipment)	Day	0	\$ 2,500.00	\$ 0.00
Clearing Operations (Light TEquipment)	Day	0	\$ 1,250.00	\$ 0.00
Double Ring Infiltration Test	Test	0	\$ 400.00	\$ 0.00
Organic Vapor Analyzer (OVA)	Day	0	\$ 220.50	\$ 0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	\$ 11.55	\$ 0.00
Pavement Cores, Asphalt	Each	0	\$ 100.00	\$ 0.00
Concrete Cores	Each	0	\$ 125.00	\$ 0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	\$ 3.65	\$ 0.00
Natural Moisture Content Tests	Test	0	\$ 10.00	\$ 0.00
Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	\$ 0.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 35.00	\$ 0.00
Organic Content Tests	Test	0	\$ 35.00	\$ 0.00
Atterberg Limit Tests	Test	0	\$ 85.00	\$ 0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 130.00	\$ 0.00
Unit Weight Determination	Test	0	\$ 39.35	\$ 0.00
Consolidation Tests	Test	0	\$ 393.00	\$ 0.00
(a) Each additional load increment above 4TSF	Each	0	\$ 25.20	\$ 0.00
Specific Gravity	Test	0	\$ 56.70	\$ 0.00
Triaxial Shear Tests (3 Points)	Test	0	\$ 336.00	\$ 0.00
Rock Compression Test	Test	0	\$ 105.00	\$ 0.00
Split Tension Test	Test	0	\$ 105.00	\$ 0.00
LBR Test	Test	0	\$ 300.00	\$ 0.00
Permeability Test, Granular Soils	Test	0	\$ 170.00	\$ 0.00
Grain-Size with Hydrometer	Test	0	\$ 110.00	\$ 0.00
Proctor Test (a) Modified	Test	0	\$ 110.00	\$ 0.00
(b) Standard	Test	0	\$ 105.00	\$ 0.00
Concrete Compression, Test Only	Test	0	\$ 10.00	\$ 0.00
Chloride Testing, Saltwater Intrusion	Test	0	\$ 150.00	\$ 0.00
Petrographic Testing	Test	0	\$ 1,000.00	\$ 0.00
Swell Test	Test	0	\$ 157.50	\$ 0.00
Sample Preparation, Samples from Others	Hour	0	\$ 65.00	\$ 0.00
Direct Shear Strength Test (1 Point)	Test	0	\$ 262.50	\$ 0.00
Soil Cement Mix Designs	Each	0	\$ 1020.00	\$ 0.00
pH Test	Test	0	\$ 27.70	\$ 0.00
Fines Content	Test	0	\$ 42.00	\$ 0.00
Extrusion of UD	Test	0	\$ 27.55	\$ 0.00
Bitumen Extraction	Test	0	\$ 110.00	\$ 0.00
Bitumen Gradation	Test	0	\$ 110.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price		Total
III. ENGINEERING AND TECHNICAL SERVICES					
Project Manager	Hour	0	\$	180.00	\$ 0.00
Senior Engineer	Hour	0	\$	175.00	\$ 0.00
Chief Scientist	Hour	0	\$	145.00	\$ 0.00
Senior Project Engineer	Hour	0	\$	145.00	\$ 0.00
Engineer	Hour	0	\$	110.00	\$ 0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$ 0.00
Senior Scientist	Hour	0	\$	105.00	\$ 0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$ 0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$ 0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$ 0.00
Secretary/Clerical	Hour	0	\$	50.00	\$ 0.00
Note: Hourly Rates are portal to portal				Total \$	0.00

March 5, 2015

Christopher W. Bowker, Jr., P.E.
Jacobs
Manager | Aviation

Subject: ESA Rates for St. Petersburg-Clearwater International Airport (PIE)

Dear Mr. Bowker:

Pursuant to the request for hourly rates for the above referenced contract, ESA is providing this rate schedule for all relevant staff as sub-consultant to Jacobs. It is understood that the rate structure must be fully loaded (burdened) and include all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. We acknowledge that our rates shall be held firm for the contract term of five (5) years from the date of Board award. ESA's rate schedule is as follows:

Labor Category	Hourly Rate
Senior Director II	240
Senior Director	225
Senior Managing Associate II	185
Senior Managing Associate	170
Managing Associate II	155
Managing Associate	145
Senior Associate II	140
Senior Associate	130
Associate III	120
Associate II	110
Associate I	95
Project Technician	75
Clerical Technician	55

Sincerely,

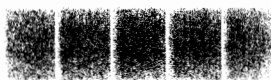


Julie Sullivan
Vice President
Southeast Regional Director
407-748-2729 cell



KTD, Inc.'s rates for The PIE GEC project are as follows:

Principal Interior Designer:	\$175.00/hr
Sr. Support Interior Design:	\$115.00/hr
Jr.Support Interior Design :	\$85.00/hr
CAD support	\$75.00/hr.
Administrative Svc.:	\$45.00/hr



KELLY TAAFFE DESIGN INC. 2639 North Dundee, Tampa, Florida 33629,
CELL: 813-695-5049; Phone: 813.254.4507; Fax: 813.805.2371
Licensed by the State of Florida, Dept. of Architecture and Interior Design Lic.# ID0002289 & IB0001146
Member in good standing: IDSA, ASID ASSOC.

Appendix 1

~~**ATTACHMENT 1**~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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SECTION 1
INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Kimley-Horn and Associates, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work –Assist the COUNTY during work assignments by conducting land surveys. 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 assignment as needed throughout the AGREEMENT term; thus Work assignment 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 work assignment unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1-Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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


SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Kimley-Horn & Associates, Inc.

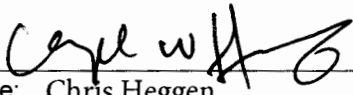
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: David R. Bardt, P.E.
Title: Sr. Vice President Date: 6/2/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

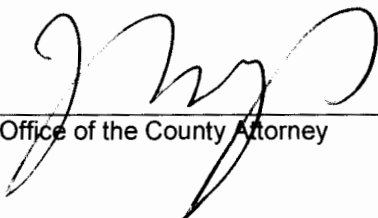
By: 
Print Name: Chris Heggen
Title: Vice President Date: 6/2/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)



APPROVAL AS TO FORM:

By: 
Office of the County Attorney



Expect More. Experience Better.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Pinellas County

March, 2015

Category	Hourly Rate
<u>Principal/PM</u>	<u>\$275.00</u>
<u>Chief Engineer</u>	<u>\$225.00</u>
<u>Senior Engineer</u>	<u>\$195.00</u>
<u>Professional Engineer</u>	<u>\$160.00</u>
<u>Analyst</u>	<u>\$125.00</u>
<u>Project Representative</u>	<u>\$125.00</u>
<u>Senior Designer</u>	<u>\$130.00</u>
<u>CADD Operator</u>	<u>\$100.00</u>
<u>Sr. Administrative Support</u>	<u>\$100.00</u>
<u>Administrative Support</u>	<u>\$85.00</u>
<u>Chief Environmental Scientist</u>	<u>\$225.00</u>
<u>Senior Environmental Scientist</u>	<u>\$195.00</u>
<u>Environmental Scientist</u>	<u>\$140.00</u>
<u>Environmental Analyst</u>	<u>\$100.00</u>



1217 S. Flagler Drive, Suite 300, West Palm Beach, FL 33401

Phone (561) 855-2688

St. Pete Clearwater International Airport – Hourly Rates

CLASSIFICATION

HOURLY RATES

Principal	\$170.00
Project Manager/Senior Engineer/Architect/Planner	\$150.00
Engineer/Architect/Planner	\$125.00
Designer	\$95.00
Technician	\$75.00
Technical Assistant	\$70.00



Rates (5 Year)

Principal	\$	275.00
Senior Associate	\$	225.00
Senior Cost Estimator I	\$	165.00
Senior Cost Estimator II	\$	150.00
Senior MEP Cost Estimator	\$	160.00
Senior Scheduler	\$	135.00
Tech Support	\$	115.00
CADD Technician	\$	95.00
Project Observer	\$	95.00



CUMBey & FAIR, INC.

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

RATE SCHEDULE

LAND SURVEYING/SUBSURFACE UTILITY ENGINEERING (SUE)

Project Manager	\$158.00
Professional Land Surveyor	\$120.00
Field Supervisor	\$98.00
Sr. Survey Technician	\$90.00
Survey Technician	\$80.00
Administrative Assistant	\$72.00
4-Man Survey Field Crew	\$191.00
3-Man Survey Field Crew	\$158.00
2-Man Survey Field Crew	\$125.00
HD Laser Scanning Field Crew	\$210.00
S.U.E. Designation Crew	\$180.00
S.U.E. Vacuum Evacuation Crew	\$200.00



Robert P. Diffenderfer
rdiffenderfer@llw-law.com

Reply To:
West Palm Beach Office

March 9, 2015

Rate Sheet for PIE

Robert Diffenderfer/Shareholder	\$285.00
Associates	\$180.00

See Things Differently®

TAMPA BAY
101 Riverfront Boulevard
Suite 620
Bradenton, Florida 34205

p | 941-708-4040 • f | 941-708-4024

JACKSONVILLE
245 Riverside Avenue
Suite 150
Jacksonville, Florida 32202

p | 904-353-6410 • f | 904-353-7619

TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

p | 850-222-5702 • f | 850-224-9242

WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

p | 561-640-0820 • f | 561-640-8202

www.llw-law.com



March 4, 2015

Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Mr. Rianner Woodard
Procurement Analyst Coordinator

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**

Mr. Woodard:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.

A handwritten signature in black ink, appearing to read "Henri V. Jean", with a stylized flourish at the end.

Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price		Total
I. FIELD INVESTIGATION					
Mobilization of Men and Equipment					
Truck-Mounted Equipment	Trip	0	\$	315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$	630.00	\$ 0.00
Support Vehicle	Trip	0	\$	141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$	330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$	6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$	2500.00	\$ 0.00
Safety Boat	Day	0	\$	550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$	42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment					
0 - 50 ft depth	L.F.	0	\$	19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$	17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment					
0 - 50 ft depth	L.F.	0	\$	7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$	20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment					
Land: 0 - 50 ft depth	L.F.	0	\$	11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$	20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment					
0 - 50 ft depth	L.F.	0	\$	12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$	15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$	32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment					
0 - 50 ft deep	L.F.	0	\$	33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$	45.15	\$ 0.00
100 - 150 ft depth	L.F.	0	\$	55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment					
0 - 50 ft deep	L.F.	0	\$	38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$	51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$	70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment					
0 - 50 ft deep	L.F.	0	\$	42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$	56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$	75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	\$ 262.00	\$ 0.00
Flagmen & Barricades (2 man crew)	Day	0	\$ 829.00	\$ 0.00
Florida Patrolmen (Traffic Control)	Hour	0	\$ 34.30	\$ 0.00
Arrow Rental Sign	Day	0	\$ 69.30	\$ 0.00
Auger Borings	L.F.	0	\$ 9.25	\$ 0.00
Extra Split Spoon Samples	Each	0	\$ 35.95	\$ 0.00
Hand Muck Probes (2-man crew)	Day	0	\$ 550.00	\$ 0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	\$ 125.00	\$ 0.00
2-Inch Piezometer Installation	L.F.	0	\$ 36.00	\$ 0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	\$ 189.00	\$ 0.00
Clearing Operations (Heavy Equipment)	Day	0	\$ 2,500.00	\$ 0.00
Clearing Operations (Light TEquipment)	Day	0	\$ 1,250.00	\$ 0.00
Double Ring Infiltration Test	Test	0	\$ 400.00	\$ 0.00
Organic Vapor Analyzer (OVA)	Day	0	\$ 220.50	\$ 0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	\$ 11.55	\$ 0.00
Pavement Cores, Asphalt	Each	0	\$ 100.00	\$ 0.00
Concrete Cores	Each	0	\$ 125.00	\$ 0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	\$ 3.65	\$ 0.00
Natural Moisture Content Tests	Test	0	\$ 10.00	\$ 0.00
Grain-Size Analysis - Full Gradation	Test	0	\$ 60.00	\$ 0.00
Grain-Size Analysis - Single Sieve	Test	0	\$ 35.00	\$ 0.00
Organic Content Tests	Test	0	\$ 35.00	\$ 0.00
Atterberg Limit Tests	Test	0	\$ 85.00	\$ 0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	\$ 130.00	\$ 0.00
Unit Weight Determination	Test	0	\$ 39.35	\$ 0.00
Consolidation Tests	Test	0	\$ 393.00	\$ 0.00
(a) Each additional load increment above 4TSF	Each	0	\$ 25.20	\$ 0.00
Specific Gravity	Test	0	\$ 56.70	\$ 0.00
Triaxial Shear Tests (3 Points)	Test	0	\$ 336.00	\$ 0.00
Rock Compression Test	Test	0	\$ 105.00	\$ 0.00
Split Tension Test	Test	0	\$ 105.00	\$ 0.00
LBR Test	Test	0	\$ 300.00	\$ 0.00
Permeability Test, Granular Soils	Test	0	\$ 170.00	\$ 0.00
Grain-Size with Hydrometer	Test	0	\$ 110.00	\$ 0.00
Proctor Test (a) Modified	Test	0	\$ 110.00	\$ 0.00
(b) Standard	Test	0	\$ 105.00	\$ 0.00
Concrete Compression, Test Only	Test	0	\$ 10.00	\$ 0.00
Chloride Testing, Saltwater Intrusion	Test	0	\$ 150.00	\$ 0.00
Petrographic Testing	Test	0	\$ 1,000.00	\$ 0.00
Swell Test	Test	0	\$ 157.50	\$ 0.00
Sample Preparation, Samples from Others	Hour	0	\$ 65.00	\$ 0.00
Direct Shear Strength Test (1 Point)	Test	0	\$ 262.50	\$ 0.00
Soil Cement Mix Designs	Each	0	\$ 1020.00	\$ 0.00
pH Test	Test	0	\$ 27.70	\$ 0.00
Fines Content	Test	0	\$ 42.00	\$ 0.00
Extrusion of UD	Test	0	\$ 27.55	\$ 0.00
Bitumen Extraction	Test	0	\$ 110.00	\$ 0.00
Bitumen Gradation	Test	0	\$ 110.00	\$ 0.00

**Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE**

**General Engineering Consultant
St. Petersburg-Clearwater International Airport**

	Unit	# of Units		Unit Price		Total
III. ENGINEERING AND TECHNICAL SERVICES						
Project Manager	Hour	0	\$	180.00	\$	0.00
Senior Engineer	Hour	0	\$	175.00	\$	0.00
Chief Scientist	Hour	0	\$	145.00	\$	0.00
Senior Project Engineer	Hour	0	\$	145.00	\$	0.00
Engineer	Hour	0	\$	110.00	\$	0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$	0.00
Senior Scientist	Hour	0	\$	105.00	\$	0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$	0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$	0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$	0.00
Secretary/Clerical	Hour	0	\$	50.00	\$	0.00
Note: Hourly Rates are portal to portal				Total	\$	0.00

Exhibit "A"



**SCHEDULE OF BILLABLE HOURLY RATES
St. Pete-Clearwater International Airport
134-0479-CN**

Title	Fully Loaded Rate
President and CEO	\$292
Director of Engineering	\$170
Senior Engineer/Designer	\$146
BIM Manager	\$135
Project Engineer	\$123
Engineer/Designer	\$111
Office Administration	\$76

Appendix 1

~~**ATTACHMENT 1**~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Michael Baker Jr., Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1-Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

Exhibit A

Michael Baker Jr., Inc.

A Michael Baker International Company

2015 RATE SCHEDULE

TITLE	SALARY GRADE / RATES															
	G02	G03	G04	G05	G06	G07	G08	G09	G10	G11	G12	G13	G14	G15	G16	G17
	\$ 35.40	\$ 40.77	\$ 46.13	\$ 51.50	\$ 60.08	\$ 68.66	\$ 77.24	\$ 89.05	\$ 100.85	\$ 114.79	\$ 131.96	\$ 150.20	\$ 171.65	\$ 194.18	\$ 224.22	\$ 259.63
Intern	I		II													
Support Tech		I	II	III	IV		V									
Admin Asst					I	II	III									
CADD Tech					I	II	III									
Designer								I	II	III						
Associate																
Planning							I	II								
Design							I		II							
Engineering								I	II							
Environmental								I	II							
Construction								I	II							
Engineer																
Civil										I	II	III				
Drainage										I	II	III				
Electrical												I	II			
Structural										I	II	III				
Traffic										I	II	III				
Architect											I	II				
Planner									I		II					
Environ Specialist										I	II					
Inspector								I		II						
Constr Specialist										I	II					
Project Manager												I	II	III	IV	V

Advanced Systems Engineering, Inc.

13555 Automobile Boulevard, Suite 330, Clearwater, FL 33762

Office: 727.540.9396 • Facsimile: 727.540.9376



Mechanical • Electrical • Plumbing • Fire Protection

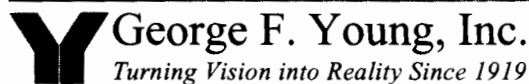
December 8, 2014

Advanced Systems Engineering, Inc. Schedule of Hourly Billing Rates For Statewide Architectural or Engineering Services

Position	Hourly Rates	Weighted Rates
Principal Engineer	\$50.55	\$150.00
Project Manager	\$33.70	\$100.00
Senior Designer	\$26.96	\$80.00
CADD	\$20.22	\$60.00
Administrative	\$20.22	\$60.00

General Overhead Rate	129.00%
Fringe Benefit Rate	42.00%
Total Combined Overhead Rate	171.00%
Profit Percentage on Labor & Overhead	10%
Total Multiplier	2.97

299 Dr. Martin Luther King, Jr. Street No.
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ARCHITECTURE | CIVIL ENGINEERING | ECOLOGY | GIS | LANDSCAPE ARCHITECTURE | PLANNING | SURVEYING | SUBSURFACE UTILITY ENGINEERING

Rate Schedule

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

Professional Staff

Surveying & Mapping

	Rate	GIS	Rate
Principal Surveyor	\$145.00	GIS PM	\$135.00
Surveyor III	\$130.00	GIS III	\$125.00
Surveyor II	\$110.00	GIS II	\$95.00
Surveyor I	\$95.00	GIS I	\$80.00

Landscape Architecture

	Rate	Ecology	Rate
Principal LA	\$145.00	Principal Ecologist	\$140.00
LA III	\$105.00	Senior Ecologist	\$110.00
LA II	\$100.00	Ecologist	\$90.00
LA I	\$85.00	Permit Coordinator	\$85.00

Technical Staff

	Rate	Technical Staff	Rate
Designer III	\$100.00	Technician III	\$80.00
Designer II	\$85.00	Technician II	\$70.00
Designer I	\$75.00	Technician I	\$60.00

Administrative Staff

Staff Assistant	Rate
	\$55.00

Survey Crews

	Rate	Legal Assistance	Rate
4 Person Crew	\$180.00	Preparation for Sworn Testimony	
3 Person Crew	\$150.00	Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$200.00
2 Person Crew	\$120.00	Sworn Testimony	
		Professional Planner, Engineer, Architect, Surveyor, or Ecologist	\$250.00

Specialty Survey Equipment

	Rate		Rate
24 Foot Survey Boat	\$500.00	Per Day	ATV (4-wheel drive) \$ 150.00
14 Foot or 17 Foot Survey Boat	\$125.00	Per Day	Odom Echotrac CV100 \$ 50.00
Air Boat	\$250.00	Per Day	Trimble DGPS with Hypack \$ 125.00
Robotic Total Station	\$17.00		

Subsurface Utility Designation and Location

	Rate		Rate
Location Vac. Truck and Crew	\$1,850.00	Per Day	Utility Project Manager \$130.00
2 Person Designation Truck and Crew	\$1,425.00	Per Day	Sr. Utility Coordinator \$123.00
3 Person Designation Truck and Crew	\$1,675.00	Per Day	Utility Coordinator \$100.00
Ground Penetrating Radar with Operator	\$1,475.00	Per Day	Lead Locator \$70.00
Mobilization/Demobilization	\$ 300.00	Per Day	Locator Tech \$50.00
Maintenance of Traffic (MOT)	\$ 400.00	Average Charge Per Setup	
Actual MOT Fee to be negotiated for each project based upon field conditions			

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EXHIBIT "A"
TABLE I

SCHEDULE OF HOURLY LABOR BILLING RATES

The following hourly billing rates are for use during 2015 and apply to the Engineering Consulting Services Contract for the St.Pete-Clearwater International Airport (134-0479-CN).

The CONSULTANT'S key personnel include:

CONSULTANT: HILLERS ELECTRICAL ENGINEERING, INC

DESCRIPTION	HOURLY BILLING RATES
Project Manager	\$170
Senior Engineer	N/A
Professional Engineer	\$155
Project Engineer	\$135
Field Engineer	\$125
CADD Technician	\$105
Clerical	\$65

EXIHIBIT A

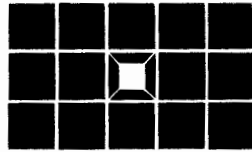
Kessler Consulting, Inc.

RATE SCHEDULE

Labor: Professional services will be provided at the billing rates set out below. These rates include all overhead; direct and indirect costs; expenses such as copies, postage, etc.; and travel within the Tampa Bay Metropolitan Statistical Area.

POSITION	RATE
Principal	\$185 - \$200/hour
Project Director	\$140 - \$185/hour
Project Manager	\$130 - \$150/hour
Senior Consultant	\$110 - \$130/hour
Consultant	\$80 - \$110/hour
Research Analyst	\$60 - \$80/hour
Administrative / Technical Support	\$40 - \$60/hour

Travel: Any travel outside of the Tampa Bay Metropolitan Statistical Area will be billed to the client at cost without markup in accordance with Florida Statutes.



KTD Inc.
Design
KELLY TAAFFE DESIGN

EXHIBIT A

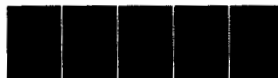
MICHAEL BAKER / LPA
Mark Kistler
Tampa, Fl.
3/5/2015

KTD, Inc.'s rates for The PIE GEC project are as follows:

Principal Interior Designer: \$175.00/hr
Sr. Support Interior Design: \$115.00/hr
Presentation materials development/ fabrication: \$100/ hr.
CAD support \$80.00/hr.
Administrative Svc.: \$65.00/hr

PRINTING AND MISC. EXPENSES: INCLUDED
We're excited to be working with your team !

Thank you,
Kelly Taaffe Noto,
Pres. Kelly Taaffe Design, Inc. (KTD, Inc.)



KELLY TAAFFE DESIGN INC. 2639 North Dundee, Tampa, Florida 33629,
CELL: 813-695-5049; Phone: 813.254.4507; www.kellytaaffedesign.com
Licensed by the State of Florida, Dept. of Architecture and Interior Design Lic.# ID0002289 & IB0001146
Member in good standing: IDSA MEMBER IN GOOD STANDING



LANDSCAPE ARCHITECTURE
& LAND PLANNING

Exhibit A

L.A. Design P.A.

Classification	Burdened Rate
Senior Landscape Architect	\$101.93
Chief Scientist/Biologist Arborist	\$109.22
Landscape Architect	\$94.65
Senior Designer	\$79.44

Total Multiplier 2.427

3/6/2015



Robert P. Diffenderfer
rdiffenderfer@llw-law.com

Reply To:
West Palm Beach Office

March 9, 2015

Rate Sheet for PIE

Robert Diffenderfer/Shareholder	\$285.00
Associates	\$180.00

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Suite 150
Jacksonville, Florida 32202

p | 904-353-6410 • f | 904-353-7619

TALLAHASSEE
315 South Calhoun Street
Suite 830
Tallahassee, Florida 32301

p | 850-222-5702 • f | 850-224-9242

WEST PALM BEACH
515 North Flagler Drive
Suite 1500
West Palm Beach, Florida 33401

p | 561-640-0820 • f | 561-640-8202

www.llw-law.com



**MASTER
CONSULTING
ENGINEERS, INC.**
STRUCTURAL CONSULTANTS

5523 WEST CYPRESS ST., STE. 200
TAMPA, FLORIDA 33607
P (813) 287-3600 F (813) 287-3622

5950 LAKEHURST DR., STE. 183
ORLANDO, FLORIDA 32819
P (407) 351-2384 F (813) 287-3622
www.mcengineers.com

Appendix A

Engineering Consulting Services St. Petersburg-Clearwater International Airport
Pinellas County Contract No. 134-0479-CN (RW)

Hourly Rate Schedule

March 6, 2015

<u>Classification</u>	<u>Rate Per Hour</u>
Principal	\$200.00
Senior Associate	\$175.00
Project Manager	\$125.00
Senior Engineer	\$110.00
Project Engineer	\$95.00
Technician / CAD Operator	\$80.00
Administrative	\$55.00

EXHIBIT A
TERRACON CONSULTANTS, INC.
SCHEDULE OF RATE VALUES
ENVIRONMENTAL & GEOTECHNICAL

DESCRIPTION OF WORK		UNIT	RATE
<u>ENVIRONMENTAL SERVICES</u>			
I. FIELD SERVICES			
1. Asbestos Air Monitoring/Mold Remediation Monitoring	Daily	\$	600.00
2. Infrared Camera	Daily	\$	75.00
3. Q-Trak Comfort Parameters	Daily	\$	25.00
II. LABORATORY			
1. Mold Air/Swab/Tape Samples (3 day TAT)	Each	\$	40.00
2. Asbestos PLM Samples (3 day TAT)	Each	\$	15.00
3. Asbestos Point-Count Samples (24 hr TAT)	Each	\$	80.00
4. Asbestos PCM Samples (24 hr TAT)	Each	\$	5.00
<u>GEOTECHNICAL SERVICES</u>			
I. FIELD SERVICES			
A. Mobilization of Crew and Equipment			
1. Truck Mounted Equipment	Each	\$	500.00
2. Mudbug Drill Rig	Each	\$	600.00
3. Track/Bombardier	Each	\$	3,000.00
4. Barge and Amphibious (case by case)	Each		TBD
5. Tri-Pod or CPT Mobilization	Each	\$	2,500.00
6. Rig Remobilization	Each	\$	150.00
7. Support Boat	Day	\$	200.00
8. Minitrac Drill Rig	Each	\$	500.00
B. Standard Penetration Test Borings			
1. Truck/Mudbug			
i. 0 - 50 foot depths	Per L.F.	\$	12.50
ii. 50 - 100 foot depths	Per L.F.	\$	16.00
iii. 100 - 150 foot depths	Per L.F.	\$	21.00
iv. 150 - 200 foot depths	Per L.F.	\$	28.00
2. Barge/Track/Amphibious			
i. 0 - 50 foot depths	Per L.F.	\$	18.75
ii. 50 - 100 foot depths	Per L.F.	\$	24.00
iii. 100 - 150 foot depths	Per L.F.	\$	31.50
iv. 150 - 200 foot depths	Per L.F.	\$	42.00
C. Rock Coring - HW Barrel and Smaller (2.5 inch diameter core or smaller)			
1. Truck/Mudbug			
i. 0 - 50 foot depths	Per L.F.	\$	35.00
ii. 50 - 100 foot depths	Per L.F.	\$	38.00
iii. 100 - 150 foot depths	Per L.F.	\$	43.00
iv. 150 - 200 foot depths	Per L.F.	\$	50.00
2. Barge/Track/Amphibious			
i. 0 - 50 foot depths	Per L.F.	\$	52.50
ii. 50 - 100 foot depths	Per L.F.	\$	57.00
iii. 100 - 150 foot depths	Per L.F.	\$	64.50
iv. 150 - 200 foot depths	Per L.F.	\$	75.00
D. Grout Seal Boreholes (less than 4 inches)			
1. Truck/Mudbug			
i. 0 - 50 foot depths	Per L.F.	\$	5.00
ii. 50 - 100 foot depths	Per L.F.	\$	6.00
iii. 100 - 150 foot depths	Per L.F.	\$	8.00
iv. 150 - 200 foot depths	Per L.F.	\$	10.00
2. Barge/Track/Amphibious			
i. 0 - 50 foot depths	Per L.F.	\$	7.50
ii. 50 - 100 foot depths	Per L.F.	\$	9.00
iii. 100 - 150 foot depths	Per L.F.	\$	12.00
iv. 150 - 200 foot depths	Per L.F.	\$	15.00
E. Casing Allowance - 3 inch			

EXHIBIT A
TERRACON CONSULTANTS, INC.
SCHEDULE OF RATE VALUES
ENVIRONMENTAL & GEOTECHNICAL

DESCRIPTION OF WORK		UNIT	RATE
1.	Truck/Mudbug		
i.	0 - 50 foot depths	Per L.F.	\$ 9.00
ii.	50 - 100 foot depths	Per L.F.	\$ 10.00
iii.	100 - 150 foot depths	Per L.F.	\$ 12.00
iv.	150 - 200 foot depths	Per L.F.	\$ 14.00
2.	Barge/Track/Amphibious		
i.	0 - 50 foot depths	Per L.F.	\$ 13.50
ii.	50 - 100 foot depths	Per L.F.	\$ 15.00
iii.	100 - 150 foot depths	Per L.F.	\$ 18.00
iv.	150 - 200 foot depths	Per L.F.	\$ 21.00
F.	Casing Allowance - 4 inch		
1.	Truck/Mudbug		
i.	0 - 50 foot depths	Per L.F.	\$ 13.00
ii.	50 - 100 foot depths	Per L.F.	\$ 15.00
iii.	100 - 150 foot depths	Per L.F.	\$ 17.00
iv.	150 - 200 foot depths	Per L.F.	\$ 19.00
2.	Barge/Track/Amphibious		
i.	0 - 50 foot depths	Per L.F.	\$ 18.00
ii.	50 - 100 foot depths	Per L.F.	\$ 19.50
iii.	100 - 150 foot depths	Per L.F.	\$ 22.50
iv.	150 - 200 foot depths	Per L.F.	\$ 25.50
G.	Piezometer (≤ 2 inch diameter PVC)		
1.	Truck/Mudbug		
i.	0 - 50 foot depths	Per L.F.	\$ 25.00
2.	Barge/Track/Amphibious		
i.	0 - 50 foot depths	Per L.F.	\$ 37.50
H.	Auger Borings (Hand and Truck)		
1.	0 - 50 foot depths	Per L.F.	\$ 10.00
2.	50 - 100 foot depths	Per L.F.	\$ 13.00
I.	Auger Borings (Track)		
1.	0 - 50 foot depths	Per L.F.	\$ 15.00
2.	50 - 100 foot depths	Per L.F.	\$ 18.00
K.	Field Permeability Tests		
1.	0 - 10 foot depths	Each	\$ 300.00
2.	10 - 25 foot depths	Each	\$ 400.00
L.	Obtain Lab Permeability Samples		
1.	Kv Tube	Each	\$ 60.00
2.	Kh Tube	Each	\$ 60.00
M.	Hand Probing/Wash Borings		
1.	Two Person Crew	Per Hour	\$ 125.00
2.	Three Person Crew	Per Hour	\$ 175.00
N.	Drill Crew Time (drilling and sampling by the hour), Stand-by Time, Clearing, Difficult Access, Etc.		
1.	Truck/Mudbug		
i.	Two Person Crew	Per Hour	\$ 150.00
ii.	Three Person Crew	Per Hour	\$ 250.00
2.	Barge/Track/Amphibious		
i.	Two Person Crew	Per Hour	\$ 225.00
ii.	Three Person Crew	Per Hour	\$ 375.00
O.	Thin-Walled Tube Samples		
1.	Truck/Mudbug		
i.	0 - 50 foot depths	Each	\$ 150.00
ii.	50 - 100 foot depths	Each	\$ 200.00
iii.	100 - 150 foot depths	Each	\$ 250.00
iv.	150 - 200 foot depths	Each	\$ 300.00
2.	Barge/Track/Amphibious		
i.	0 - 50 foot depths	Each	\$ 225.00

EXHIBIT A
TERRACON CONSULTANTS, INC.
SCHEDULE OF RATE VALUES
ENVIRONMENTAL & GEOTECHNICAL

DESCRIPTION OF WORK		UNIT	RATE
	ii. 50 - 100 foot depths	Each	\$ 300.00
	iii. 100 - 150 foot depths	Each	\$ 375.00
	iv. 150 - 200 foot depths	Each	\$ 450.00
P.	Site Reconnaissance/Utility Coordination		
	1. Project Engineer	Per Hour	Proj. Eng Rate
	2. Senior Engineering Technician	Per Hour	Sr. Tech Rate
Q.	Extra Split Spoon Samples		
	1. Truck/Mudbug		
	i. 0 - 50 foot depths	Each	\$ 40.00
	ii. 50 - 100 foot depths	Each	\$ 55.00
	iii. 100 - 150 foot depths	Each	\$ 75.00
	iv. 150 - 200 foot depths	Each	\$ 90.00
	2. Barge/Track/Amphibious		
	i. 0 - 50 foot depths	Each	\$ 60.00
	ii. 50 - 100 foot depths	Each	\$ 82.50
	iii. 100 - 150 foot depths	Each	\$ 112.50
	iv. 150 - 200 foot depths	Each	\$ 135.00
R.	Ground Surface D.R.I.	Each	\$ 500.00
S.	Pavement Cores (maintenance of traffic separate)	Each	\$ 175.00
T.	Maintenance of Traffic		
	1. Signs	Per Day	TBD
	2. Barricades	Per Day	TBD
	3. Crash Truck with Attenuator (includes operator, arrow panel and warning sign (4 hour minimum)	Per Day	TBD
	4. Support Truck with Arrow Panel (includes operator and warning sign) (4 hour minimum)	Per Day	TBD
	5. Work Vehicle with flashing beacon	Per Hour	TBD
	6. MOT Flagger (ATSA L1 Certification)	Per Hour	TBD
	7. MOT Supervisor (ATSA L1 Certification)	Per Hour	TBD
	8. Off-Duty Law Officer (with marked vehicle) (4 hour minimum)	Per Hour	TBD
	9. Mobile Variable Message Sign (4 hour minimum)	Per Hour	TBD
	10. Off-Duty Law Officer	Per Hour	TBD
U.	Field Vane Test	Per Hour	TBD
V.	Cone Soundings		
	1. 0 - 50 Foot Depths	Per Foot	\$ 10.00
	2. 50 - 100 Foot Depths	Per Foot	\$ 12.00
	3. 100 - 150 Foot Depths	Per Foot	\$ 14.00
W.	Dilatometer Sounding	Per Hour	TBD
X.	Pressure Meter Test	Per Hour	TBD
Y.	Containerize Drill Mud & Fluid		
	1. Truck/Mudbug	Each	\$ 300.00
	2. Track/Barge	Each	\$ 400.00
Z.	Locate Borings with GPS		
	1. GPS Rental	Per Day	\$ 75.00
	2. Senior Engineering Technician	Per Hour	Sr. Tech Rate
AA.	Deep Foundation Services		
	1. PDA Equipment	Per Day	\$ 600.00
	2. Thermal Integrity Equipment	Per Day	\$ 1,350.00
	3. EDC Workstation	Per Day	\$ 250.00
	4. Vibration Monitor Equipment	Per Day	\$ 150.00
	5. CAPWAP (each, not including manhours)	Each	\$ 300.00
	6. GRLWEAP (each, not including manhours)	Each	\$ 275.00

EXHIBIT A
TERRACON CONSULTANTS, INC.
SCHEDULE OF RATE VALUES
ENVIRONMENTAL & GEOTECHNICAL

DESCRIPTION OF WORK		UNIT	RATE
II. LABORATORY TESTING			
A.	Visual Examination Stratify		
1.	Senior Engineering Technician	Per Hour	Sr. Tech Rate
2.	Project Manager	Per Hour	Proj. Man Rate
B.	Natural Moisture	Each	\$ 15.00
C.	Grain Size Analysis		
1.	Full Gradation	Each	\$ 90.00
2.	Single Sieve	Each	\$ 50.00
D.	Hydrometer	Each	\$ 150.00
E.	Organic Content	Each	\$ 45.00
F.	Atterberg Limits	Each	\$ 80.00
G.	Unit Weight Determination	Each	\$ 50.00
H.	Consolidation	Each	\$ 500.00
I.	Permeability		
1.	Granular	Each	\$ 250.00
2.	Cohesive	Each	\$ 300.00
J.	Flexible Wall Permeability Test		
1.	Granular	Each	\$ 400.00
2.	Cohesive	Each	\$ 500.00
K.	Corrosion Series (pH, Sulfate, Chloride, Resistivity)	Each	\$ 150.00
L.	Triaxial Compression		
1.	U.U at one cell pressure	Per Point	\$ 375.00
2.	C.U at one cell pressure	Per Point	\$ 500.00
3.	C.D at one cell pressure	Per Point	\$ 650.00
M.	Unconfined Compression		
1.	Soil	Each	\$ 150.00
2.	Rock	Each	\$ 225.00
N.	Specific Gravity	Each	\$ 75.00
O.	Direct Shear	Each	\$ 230.00
P.	Shrinking Factor	Each	\$ 60.00
Q.	Swell Potential	Each	\$ 100.00
R.	Splitting Tensile	Each	\$ 175.00
S.	Pocket Penetrometer on Cohesive Samples	Each	\$ 15.00
T.	Min./Max. Density	Each	\$ 200.00

TECHNICAL AND PROFESSIONAL STAFF

A.	Principal Engineer/Principal Scientist/Principal Geologist	Per Hour	\$ 160.00
B.	Senior Engineer/Senior Project Manager/Senior Geologist/Senior Scientist/Certified Industrial Hygienist	Per Hour	\$ 140.00
C.	Project Manager/Project Engineer/Project Geologist/Project Scientist/FL Licensed Asbestos Consultant	Per Hour	\$ 125.00
D.	Chief Field Technician/Chief Engineering Technician/Chief Environmental Technician/FL Mold Assessor	Per Hour	\$ 85.00
E.	Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician/Asbestos Inspector	Per Hour	\$ 75.00
F.	Field Technician/Engineering Technician/Environmental Technician	Per Hour	\$ 55.00
G.	CADD Operator	Per Hour	\$ 75.00
H.	Administrative Assistant	Per Hour	\$ 55.00

NOTES

- Hourly rates are portal to portal.
- An overtime multiplier of 1.5 will be applied to the above rates for any work performed between 6:00 p.m. to 7:00 a.m. weekends, holidays and over 8 hours per day.
- Rates for services not listed will be provided as requested.
- Stand-by time and cancellation without prior notice will be invoiced at the appropriate hourly rate.

Exhibit "A"

ST. Pete-Clearwater International Airport (134-0479-CN)

TLC Engineering for Architecture

Position	Maximum Billing Rate
Principal/Director	\$ 207.72
Sr. Project Manager	\$ 142.44
Sr. Systems Engineer	\$ 130.86
Senior Electrical Engineer	\$ 166.13
Graduate Engineer	\$ 72.07
Sr. Specialty Designer	\$ 103.88
Designer II	\$ 92.68

Exhibit "A"



**SCHEDULE OF BILLABLE HOURLY RATES
St. Pete-Clearwater International Airport
134-0479-CN**

Title	Fully Loaded Rate
President and CEO	\$292
Director of Engineering	\$170
Senior Engineer/Designer	\$146
BIM Manager	\$135
Project Engineer	\$123
Engineer/Designer	\$111
Office Administration	\$76

Appendix 1

~~**ATTACHMENT 1**~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Prime Engineering, Incorporated., with offices in Atlanta, Georgia, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's **designated** Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY during work assignments by conducting land surveys. 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 Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's **Dispute Resolution Process for Invoiced Payments**, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's **Dispute Resolution Process**

SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1- Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name Prime Engineering, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Thomas D. Gambino

Title: President Date: 05/22/2015

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: Judith G. Wilgus

Title: Contract Administrator Date: 05/22/2015

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

PRIME ENGINEERING INCORPORATED

PINELLAS COUNTY HOURLY RATE SCHEDULE March 2015

<u>Employee Classification</u>	<u>Rate Per Hour</u>
1. Principal	255.00
2. Vice President	212.00
3. Senior Engineer VII	196.00
4. Project Manager	191.00
5. Engineer VI	186.00
6. Engineer V	170.00
7. Engineer IV	154.00
8. Engineer III	133.00
9. Engineer II	111.00
10. Engineer I	95.00
11. Senior Architect	186.00
12. Project Architect	159.00
13. Staff Architect	133.00
14. Construction Manager III	122.00
15. Construction Manager II	95.00
16. Construction Manager I	80.00
17. CADD Supervisor VI	122.00
18. Designer VI	111.00
19. Designer V	106.00
20. Designer IV	90.00
21. Designer III	74.00
22. Designer II	58.00
23. Designer I	48.00
24. Registered Surveyor VII	159.00
25. Registered Surveyor VI	138.00
26. Registered Surveyor V	117.00
27. Surveyor IV	101.00
28. Surveyor III	90.00
29. Surveyor II	80.00
30. Surveyor I	69.00
31. Accountant/Comptroller	159.00
32. Contract Administrator	149.00
33. Executive Assistant	138.00
34. Writer/Editor	133.00
35. Office Manager/Clerical	80.00



Expect More. Experience Better.

Kimley-Horn and Associates, Inc.

Hourly Rate Schedule

Pinellas County

March, 2015

Category	Hourly Rate
<u>Principal/PM</u>	<u>\$275.00</u>
<u>Chief Engineer</u>	<u>\$225.00</u>
<u>Senior Engineer</u>	<u>\$195.00</u>
<u>Professional Engineer</u>	<u>\$160.00</u>
<u>Analyst</u>	<u>\$125.00</u>
<u>Project Representative</u>	<u>\$125.00</u>
<u>Senior Designer</u>	<u>\$130.00</u>
<u>CADD Operator</u>	<u>\$100.00</u>
<u>Sr. Administrative Support</u>	<u>\$100.00</u>
<u>Administrative Support</u>	<u>\$85.00</u>
<u>Chief Environmental Scientist</u>	<u>\$225.00</u>
<u>Senior Environmental Scientist</u>	<u>\$195.00</u>
<u>Environmental Scientist</u>	<u>\$140.00</u>
<u>Environmental Analyst</u>	<u>\$100.00</u>



ECHEZABAL & ASSOCIATES, INC.

Surveying & Mapping

108 W. Country Club Drive
25400 U.S. 19 North, Suite 137
1609 S. S.R. 15-A, Suite 7

Tampa, FL 33612
Clearwater, FL 33763
Deland, FL 32720

Phone: 813-933-2505
Phone: 727-796-8740
Phone: 386-736-1030

March 4, 2015

St. Pete-Clearwater International Airport
Engineering Consulting Services
Pinellas County Contract No.: 134-0479-CN (RW)
Surveying & Mapping Services

CURRENT LOADED RATES

STAFF CLASSIFICATION	LOADED HOURLY RATE
2 – Person Survey Field Crew	\$ 116.00 / Hour
3 – Person Survey Field Crew	\$ 154.00 / Hour
4 – Person Survey Field Crew	\$ 192.00 / Hour
5 – Person Survey Field Crew	\$ 230.00 / Hour
Survey Party Chief	\$ 69.00 / Hour
Instrument Person	\$ 47.00 / Hour
Rod Person	\$ 38.00 / Hour
Senior Surveyor & Mapper	\$ 158.00 / Hour
Surveyor & Mapper	\$ 137.00 / Hour
Survey Technician	\$ 100.00 / Hour



Project Name
Contract Title
PROJECT PROPOSAL XX
PROJECT STAGE - DESIGN AND CONSTRUCTION PHASE TASKS

2015 HOURLY BILLING RATES

Classification	Direct Salary Costs		Overhead Costs @ 150.000%	Fixed Payment @ 15%	Total Average Hourly Rate
	Range	Average			
Principal Engineer/Director	\$57.00 to \$70.30	\$63.65	\$95.48	\$23.87	\$182.99
Senior Engineer/Project Manager	\$47.00 to \$58.58	\$52.79	\$79.19	\$19.80	\$151.77
Senior Project Engineer	\$41.00 to \$46.98	\$43.99	\$65.99	\$16.50	\$126.47
Staff Project Engineer	\$33.00 to \$37.38	\$35.19	\$52.79	\$13.20	\$101.17
Senior Design Technician	\$27.50 to \$32.28	\$29.89	\$44.84	\$11.21	\$85.93
Staff Design Technician	\$17.00 to \$19.22	\$18.11	\$27.17	\$6.79	\$52.07
Office Manager	\$21.00 to \$24.54	\$22.77	\$34.16	\$8.54	\$65.46
Admin Asst/Word Proc	\$14.00 to \$17.06	\$15.53	\$23.30	\$5.82	\$44.65



**ENVIRONMENTAL RESOURCE SOLUTIONS, INC
2015 FEE SCHEDULE**

Senior Environmental Scientist I.....	\$	160.00	Hour
Senior Environmental Scientist II.....	\$	145.00	Hour
Senior Environmental Scientist III.....	\$	135.00	Hour
Senior Environmental Scientist IV.....	\$	120.00	Hour
Environmental Scientist I.....	\$	100.00	Hour
Environmental Scientist II.....	\$	95.00	Hour
Environmental Scientist III.....	\$	85.00	Hour
Environmental Scientist IV.....	\$	70.00	Hour
Environmental Technician.....	\$	70.00	Hour
CADD Operator/Draftsperson.....	\$	60.00	Hour
Clerical.....	\$	40.00	Hour

Environmental Resource Solutions, Inc.

Jacksonville Headquarters:
8711 Perimeter Park Blvd., Suite 1, Jacksonville Florida 32216
T: (904)-285-1397, F: (904) 285-1929
Email: mail@ersenvironmental.com

SW Florida Regional Office:
19607 Lake Osceola Lane, Odessa, Florida 33556
T: (813) 404-3963
Email: sbrammell@ersenvironmental.com



March 4, 2015

Pinellas County Purchasing
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Attn: Mr. Rianner Woodard
Procurement Analyst Coordinator

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**

Mr. Woodard:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.

Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 45.15	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	262.00 \$	0.00
Flagmen & Barricades (2 man crew)	Day	0	829.00 \$	0.00
Florida Patrolmen (Traffic Control)	Hour	0	34.30 \$	0.00
Arrow Rental Sign	Day	0	69.30 \$	0.00
Auger Borings	L.F.	0	9.25 \$	0.00
Extra Split Spoon Samples	Each	0	35.95 \$	0.00
Hand Muck Probes (2-man crew)	Day	0	550.00 \$	0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	125.00 \$	0.00
2-Inch Piezometer Installation	L.F.	0	36.00 \$	0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	189.00 \$	0.00
Clearing Operations (Heavy Equipment)	Day	0	2,500.00 \$	0.00
Clearing Operations (Light TEquipment)	Day	0	1,250.00 \$	0.00
Double Ring Infiltration Test	Test	0	400.00 \$	0.00
Organic Vapor Analyzer (OVA)	Day	0	220.50 \$	0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	11.55 \$	0.00
Pavement Cores, Asphalt	Each	0	100.00 \$	0.00
Concrete Cores	Each	0	125.00 \$	0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	3.65 \$	0.00
Natural Moisture Content Tests	Test	0	10.00 \$	0.00
Grain-Size Analysis - Full Gradation	Test	0	60.00 \$	0.00
Grain-Size Analysis - Single Sieve	Test	0	35.00 \$	0.00
Organic Content Tests	Test	0	35.00 \$	0.00
Atterberg Limit Tests	Test	0	85.00 \$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	130.00 \$	0.00
Unit Weight Determination	Test	0	39.35 \$	0.00
Consolidation Tests	Test	0	393.00 \$	0.00
(a) Each additional load increment above 4TSF	Each	0	25.20 \$	0.00
Specific Gravity	Test	0	56.70 \$	0.00
Triaxial Shear Tests (3 Points)	Test	0	336.00 \$	0.00
Rock Compression Test	Test	0	105.00 \$	0.00
Split Tension Test	Test	0	105.00 \$	0.00
LBR Test	Test	0	300.00 \$	0.00
Permeability Test, Granular Soils	Test	0	170.00 \$	0.00
Grain-Size with Hydrometer	Test	0	110.00 \$	0.00
Proctor Test (a) Modified	Test	0	110.00 \$	0.00
(b) Standard	Test	0	105.00 \$	0.00
Concrete Compression, Test Only	Test	0	10.00 \$	0.00
Chloride Testing, Saltwater Intrusion	Test	0	150.00 \$	0.00
Petrographic Testing	Test	0	1,000.00 \$	0.00
Swell Test	Test	0	157.50 \$	0.00
Sample Preparation, Samples from Others	Hour	0	65.00 \$	0.00
Direct Shear Strength Test (1 Point)	Test	0	262.50 \$	0.00
Soil Cement Mix Designs	Each	0	1020.00 \$	0.00
pH Test	Test	0	27.70 \$	0.00
Fines Content	Test	0	42.00 \$	0.00
Extrusion of UD	Test	0	27.55 \$	0.00
Bitumen Extraction	Test	0	110.00 \$	0.00
Bitumen Gradation	Test	0	110.00 \$	0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price			Total
III. ENGINEERING AND TECHNICAL SERVICES						
Project Manager	Hour	0	\$	180.00	\$	0.00
Senior Engineer	Hour	0	\$	175.00	\$	0.00
Chief Scientist	Hour	0	\$	145.00	\$	0.00
Senior Project Engineer	Hour	0	\$	145.00	\$	0.00
Engineer	Hour	0	\$	110.00	\$	0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$	0.00
Senior Scientist	Hour	0	\$	105.00	\$	0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$	0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$	0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$	0.00
Secretary/Clerical	Hour	0	\$	50.00	\$	0.00
Note: Hourly Rates are portal to portal				Total	\$	0.00

Appendix 1

~~**ATTACHMENT 1**~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
 - g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
 - (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
 - h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
 - (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

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

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

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and RS & H, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7 COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1-Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

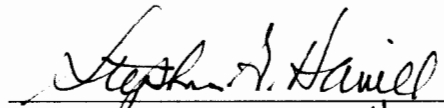
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name RS&H, Inc.

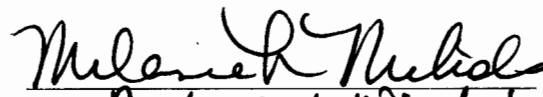
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Stephen G. Hamill
Title: Vice President Date: 5/28/15

By: _____
Chairman Date: _____

ATTEST:

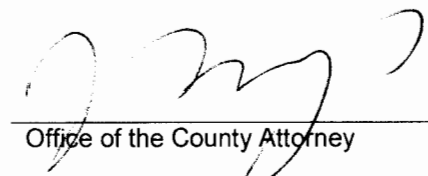
ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Melanie K. Nichols
Title: Asst Corp Sec Date: 5/28/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



1715 North Westshore Boulevard
Suite 500
Tampa, Florida 33607
O 813-289-5550
F 813-289-0263
rsandh.com

March 10, 2015

Pinellas County Purchasing
ATTN: Ms. Rianner Woodard, Procurement Analyst Coordinator
400 South Ft. Harrison, Sixth Floor
Clearwater, FL 33756

RE: Exhibit A – Schedule of Rate Values
Engineering Consulting Services: St. Pete-Clearwater International Airport
Pinellas County Contract No.: 134-0479-CN (RW)

Dear Ms. Woodard,

In response to your request, RS&H is pleased to present our Schedule of Rate Values for Engineering Consulting Services at St. Pete-Clearwater International Airport. The following table provides RS&H burdened rates for the duration of the contract, while burdened rates for all subconsultants included in the proposal are addressed on the attached letters from each firm:

Classification	Burdened Rate	Classification	Burdened Rate
Project Officer	\$240.00	Intern Architect	\$85.00
Project Director	\$230.00	Interior Designer	\$110.00
Sr. Project Manager	\$200.00	Sr. Planner	\$210.00
Project Manager	\$180.00	Planner	\$145.00
Sr. Airfield/Civil Engineer	\$200.00	Intern Planner	\$90.00
Airfield/Civil Engineer	\$145.00	Sr. Environmental Scientist	\$180.00
Airfield/Civil Engineer Intern	\$95.00	Environmental Scientist	\$100.00
Sr. Building Engineer	\$210.00	Sr. Construction Specialist	\$170.00
Building Engineer	\$140.00	Construction Specialist	\$145.00
Building Engineer Intern	\$95.00	Technician/Designer	\$110.00
Sr. Architect	\$200.00	Administrative Assistant	\$82.50
Architect	\$135.00		

Thank you for the opportunity to present these rates and please free to contact me with any questions via phone at 813-636-2692 or via e-mail at Matthew.Serynek@RSandH.com. We look forward to working with Pinellas County and St. Pete-Clearwater International Airport.



rsandh.com

Sincerely,

A handwritten signature in black ink, appearing to be 'M Serynek'.

Matthew Serynek, PE
Project Manager

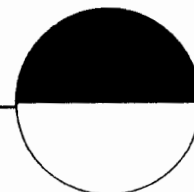
Attachments:

Apollo Environmental Schedule of Rate Values Letter, dated March 5, 2015
KB Environmental Testing Schedule of Rate Values Letter, dated March 9, 2015
L.A. Design Schedule of Rate Values Letter, dated March 6, 2015
Northwest Engineering Schedule of Rate Values Letter, dated March 4, 2015
Tierra Schedule of Rate Values Letter, dated March 4, 2015
Woolpert Schedule of Rate Values Letter, dated March 10, 2015

Cc: RS&H File

APOLLO ENVIRONMENTAL, INC.

Asbestos Business ZA 0000001 ♦ Engineer Business EB 0005822 ♦ Radon Measurement Business RB 0902



TO: Matthew Serynek, PE
RS&H

FROM: Frank Recupero, General Manager
Apollo Environmental, Inc.

DATE: March 5, 2015

RE: Rate Sheets for St. Pete-Clearwater International Airport Contract
(RFP No. 134-0479-CN (RW))

Air Quality Related Services

Activity	Classification	Hourly Rate (Fully Loaded)	Unit Pricing \$
IAQ & Mold Assessment	Industrial Hygienist (IH) Technician: Onsite Inspection and Sample Collection	\$125.00	
	Licensed Mold Assessor: Report	\$160.00	
	Apollo Lab: Air-O-Cell Analysis		50.00/each
	Apollo Lab: Tape Mount Analysis of Surface Samples		10.00/ea.
	Apollo Lab: Analysis of Cultured Samples		40.00/ea.
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
Industrial Hygiene and Exposure Monitoring (VOC's, Silica Dust, Noise, etc.)	Industrial Hygienist (IH) Technician: Onsite Inspection and Sample Collection	\$125.00	
	Certified Industrial Hygienist (CIH): Onsite Inspection and Sample Collection	\$180.00	
	Certified Industrial Hygienist (CIH): Report, Consultations, Meetings, etc.	\$180.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
	Outside Lab: Various Sample Analysis & Shipping		TBD

11553 U.S. Highway 41 South ♦ Post Office Box 239 ♦ Gibsonton, Florida 33534-0239
Telephone: (813) 671-3999 ♦ Toll Free: (800) 348-3181 ♦ Fax: (813) 677-3422

www.apolloenv.com
We are an EEO/AA employer.

APOLLO ENVIRONMENTAL, INC.

Asbestos Business ZA 0000001 ♦ Engineer Business EB 0005822 ♦ Radon Measurement Business RB 0902

Asbestos Related Services

Activity	Classification	Hourly Rate (Fully Loaded)	Unit Pricing \$
NESHAP Asbestos Survey (Demo, Reno, Restoration)	Asbestos Inspector - Onsite Inspection and Sample Collection	\$95.00	
	Project Manager - Report, Drawings, etc.	\$120.00	
	Licensed Asbestos Consultant (LAC): Survey Review for Regulatory Compliance	\$160.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
	Apollo Lab: PLM Bulk Sample Analysis		15.00/ea.
	Apollo Lab: Bulk Sample Analysis (Roofing)		20.00/ea.
	Apollo Lab: Point Count Analysis		45.00/ea.
Asbestos Abatement Specifications	Technical Specifications (Document)		1,250.00
	Project Manager: Meetings, Research, Survey Review & Site Visits	\$120.00	
	Licensed Asbestos Consultant (LAC): Consultation, Meetings, Survey Review & Site Visits	\$160.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
Asbestos Abatement Supervision	Asbestos Supervisor: On-site Compliance Monitoring, Air Monitoring, Clearance Testing, PCM Sample Analysis	\$95.00	
	Outside Lab: TEM Sample Analysis (standard turnaround time) & Shipping		120.00/ea.
	Project Manager: Meetings, Research, Survey Review & Site Visits	\$120.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	

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Asbestos Business ZA 0000001 ♦ Engineer Business EB 0005822 ♦ Radon Measurement Business RB 0902

Lead-Based Paint Related Services

Activity	Classification	Hourly Rate (Fully Loaded)	Unit Pricing \$
Lead-Based Paint Inspection	Lead-Based Paint Inspector: Onsite Inspection and Testing	\$95.00	
	Lead Risk Assessor: Report, Meetings, Consultations, etc.	\$140.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
Lead-Based Paint Removal Specifications	Technical Specifications (Document)		1,250.00
	Lead Risk Assessor: Meetings, Consultation, Survey Review & Site Visits	\$140.00	
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	
Lead-Based Paint Removal Oversight	Lead Risk Assessor: Onsite Compliance Monitoring, Exposure Monitoring, Clearance Testing, Report	\$140.00	
	Outside Lab: TCLP Sample Analysis & Shipping		125.00/ea.
	Admin./Clerical: Date Entry, Copying, Filing, Accounting, Courier, etc.	\$45.00	

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Telephone: (813) 671-3999 ♦ Toll Free: (800) 348-3181 ♦ Fax: (813) 677-3422

www.apolloenv.com

We are an EEO/AA employer.



9500 Koger Boulevard
Suite 211
St. Petersburg, Florida 33702

T: (727) 578-5152

March 9, 2015

Mr. Matthew Serynek, PE
RS&H
1715 N. Westshore Blvd., Suite 500
Tampa, FL 33607-3999

Subject: St. Petersburg / Clearwater Airport RFP No. 134-0479-CN (RW)

Dear Matthew:

Please be advised that our proposed hourly rates for the abovementioned work are as follows:

Classification	Hourly Rates
Air Quality Spec. II	\$200.
A.Q Spec. II	\$152.
A.Q. Tech.	\$93.
Ad Min.	\$40.

These rates are valid for the next five years and are inclusive of all travel, copies, etc.

Sincerely,

A handwritten signature in cursive script that reads 'Carrol Fowler'.

Carrol Fowler
President



LANDSCAPE ARCHITECTURE
& LAND PLANNING

March 6, 2015

Mr. Matthew Serynek
Engineer
RS&H Architecture/Engineering/Consulting
1715 N. Westshore Blvd.
Suite 500
Tampa, FL 33607

**RE: Engineering Consulting Services: St Pete-Clearwater International Airport
Pinellas County Contract No: 134-0479-Cn (RW)**

The following information is provided regarding hourly rates. This is a burdened billing rate, including profit and overhead.

Please let me know if you need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel S. Rodgers", with a stylized flourish at the end.

Rachel S. Rodgers, RLA, ASLA
President



LANDSCAPE ARCHITECTURE
& LAND PLANNING

L.A. Design P.A.

Classification	Burdened Rate
Senior Landscape Architect	\$101.93
Chief Scientist/Biologist Arborist	\$109.22
Landscape Architect	\$94.65
Senior Designer	\$79.44

Total Multiplier 2.427

3/6/2015

March 4, 2015

Mr. Matthew Serynek, PE
Reynolds, Smith & Hills, Inc.
1715 North Westshore Boulevard, Suite 500
Tampa, Florida 33607

RE: Pinellas County RFP 134-0479-CN(RW)
Engineering Consulting Services, St. Petersburg/Clearwater International Airport
NEI Proposal No. 141208

Dear Mr. Serynek:

Please find below the Employee Classifications and Loaded Rates for the project referenced above as requested.

<u>Employee Classification</u>	<u>Loaded Rates</u>
Senior Project Manager, PLS	\$217.99/hour
Project Surveyor, PLS	\$128.96/hour
Autocad Technician	\$ 95.00/hour
Party Chief	\$ 67.55/hour
Instrument Operator	\$ 39.91/hour
Rod Man	\$ 30.70/hour
Administration	\$ 74.45/hour
Truck	\$158.00/day
GPS Equipment	\$ 72.00/day
Conventional Equipment	\$ 32.00/day

If you have any questions, please feel free to contact me.

Sincerely,

NORTHWEST ENGINEERING, INC.



Gerald Silva, PLS
President



March 4, 2015

RS&H
1715 North Westshore Boulevard, Suite 500
Tampa, Florida 33607

Attn: Mr. Matt Serynek, P.E.

**RE: Request for Schedule of Rate Values for
Engineering Consultant Services for St. Petersburg-Clearwater
International Airport – Geotechnical Services
Contract No. 134-0479-CN (RW)
Pinellas County, Florida
Tierra Project No.: 6511-15-045**

Mr. Serynek:

Thank you for the opportunity to support the General Engineering Consultant Contract for St. Petersburg-Clearwater International Airport. Please find attached Tierra's fee schedule for consideration for the referenced contract.

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.

A handwritten signature in black ink, appearing to read "Henri V. Jean".

Henri V. Jean, P.E.
Principal Geotechnical Engineer

Tierra Inc
7351 Temple Terrace Highway
Tampa, Florida 33637

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
I. FIELD INVESTIGATION				
Mobilization of Men and Equipment				
Truck-Mounted Equipment	Trip	0	\$ 315.00	\$ 0.00
Specialized ATV/Track	Trip	0	\$ 630.00	\$ 0.00
Support Vehicle	Trip	0	\$ 141.00	\$ 0.00
Cone Penetrometer Equipment	Trip	0	\$ 330.00	\$ 0.00
Barge-Mounted Equipment	Trip	0	\$ 6930.00	\$ 0.00
Barge Equipment Daily Usage Rate	Day	0	\$ 2500.00	\$ 0.00
Safety Boat	Day	0	\$ 550.00	\$ 0.00
Standard Penetration Test Borings, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.50	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.80	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 42.00	\$ 0.00
Standard Penetration Test Borings, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 17.00	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 22.90	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 27.55	\$ 0.00
Standard Penetration Test Borings, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 19.15	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 25.70	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 47.40	\$ 0.00
Grout-Seal Boreholes, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 4.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 6.20	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 9.10	\$ 0.00
Grout-Seal Boreholes, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 6.70	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 13.65	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 17.85	\$ 0.00
Grout-Seal Boreholes, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 7.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 10.05	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 15.40	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.45	\$ 0.00
Casing Allowance, Truck Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 7.60	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 9.10	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 10.90	\$ 0.00
Casing Allowance, ATV-Track Mounted Equipment				
Land: 0 - 50 ft depth	L.F.	0	\$ 11.55	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 13.95	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 16.00	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 20.70	\$ 0.00
Casing Allowance, Barge Mounted Equipment				
0 - 50 ft depth	L.F.	0	\$ 12.86	\$ 0.00
50 - 100 ft depth	L.F.	0	\$ 15.65	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 17.85	\$ 0.00
150 - 200 ft depth	L.F.	0	\$ 32.10	\$ 0.00
Rock Coring (Structures), Truck Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 33.60	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 45.15	\$ 0.00
100 - 150 ft depth	L.F.	0	\$ 55.00	\$ 0.00
Rock Coring (Structures), ATV-Track Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 38.30	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 51.00	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 70.00	\$ 0.00
Rock Coring (Structures), Barge Mounted Equipment				
0 - 50 ft deep	L.F.	0	\$ 42.75	\$ 0.00
50 - 100 ft deep	L.F.	0	\$ 56.70	\$ 0.00
100 - 150 ft deep	L.F.	0	\$ 75.00	\$ 0.00

Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE

General Engineering Consultant
St. Petersburg-Clearwater International Airport

	Unit	# of Units	Unit Price	Total
Field Permeability Tests	Test	0	262.00 \$	0.00
Flagmen & Barricades (2 man crew)	Day	0	829.00 \$	0.00
Florida Patrolmen (Traffic Control)	Hour	0	34.30 \$	0.00
Arrow Rental Sign	Day	0	69.30 \$	0.00
Auger Borings	L.F.	0	9.25 \$	0.00
Extra Split Spoon Samples	Each	0	35.95 \$	0.00
Hand Muck Probes (2-man crew)	Day	0	550.00 \$	0.00
Thin Walled Shelby Tube Samples (Land)	Each	0	125.00 \$	0.00
2-Inch Piezometer Installation	L.F.	0	36.00 \$	0.00
Standby/Decontamination Drill Rig & Crew	Hour	0	189.00 \$	0.00
Clearing Operations (Heavy Equipment)	Day	0	2,500.00 \$	0.00
Clearing Operations (Light TEquipment)	Day	0	1,250.00 \$	0.00
Double Ring Infiltration Test	Test	0	400.00 \$	0.00
Organic Vapor Analyzer (OVA)	Day	0	220.50 \$	0.00
Power Auger Boring (Includes Decon, 25 ft)	L.F.	0	11.55 \$	0.00
Pavement Cores, Asphalt	Each	0	100.00 \$	0.00
Concrete Cores	Each	0	125.00 \$	0.00
II. LABORATORY TESTING				
Visual Examination/Stratify, 1 set = 5 feet	Per Set	0	3.65 \$	0.00
Natural Moisture Content Tests	Test	0	10.00 \$	0.00
Grain-Size Analysis - Full Gradation	Test	0	60.00 \$	0.00
Grain-Size Analysis - Single Sieve	Test	0	35.00 \$	0.00
Organic Content Tests	Test	0	35.00 \$	0.00
Atterberg Limit Tests	Test	0	85.00 \$	0.00
Environmental Tests (pH, sulfates, chlorides, resistivity)	Set	0	130.00 \$	0.00
Unit Weight Determination	Test	0	39.35 \$	0.00
Consolidation Tests	Test	0	393.00 \$	0.00
(a) Each additional load increment above 4TSF	Each	0	25.20 \$	0.00
Specific Gravity	Test	0	56.70 \$	0.00
Triaxial Shear Tests (3 Points)	Test	0	336.00 \$	0.00
Rock Compression Test	Test	0	105.00 \$	0.00
Split Tension Test	Test	0	105.00 \$	0.00
LBR Test	Test	0	300.00 \$	0.00
Permeability Test, Granular Soils	Test	0	170.00 \$	0.00
Grain-Size with Hydrometer	Test	0	110.00 \$	0.00
Proctor Test (a) Modified	Test	0	110.00 \$	0.00
(b) Standard	Test	0	105.00 \$	0.00
Concrete Compression, Test Only	Test	0	10.00 \$	0.00
Chloride Testing, Saltwater Intrusion	Test	0	150.00 \$	0.00
Petrographic Testing	Test	0	1,000.00 \$	0.00
Swell Test	Test	0	157.50 \$	0.00
Sample Preparation, Samples from Others	Hour	0	65.00 \$	0.00
Direct Shear Strength Test (1 Point)	Test	0	262.50 \$	0.00
Soil Cement Mix Designs	Each	0	1020.00 \$	0.00
pH Test	Test	0	27.70 \$	0.00
Fines Content	Test	0	42.00 \$	0.00
Extrusion of UD	Test	0	27.55 \$	0.00
Bitumen Extraction	Test	0	110.00 \$	0.00
Bitumen Gradation	Test	0	110.00 \$	0.00

**Exhibit A
Pinellas County
TIERRA, INC 2015
UNIT FEE SCHEDULE**

**General Engineering Consultant
St. Petersburg-Clearwater International Airport**

	Unit	# of Units	Unit Price		Total
III. ENGINEERING AND TECHNICAL SERVICES					
Project Manager	Hour	0	\$	180.00	\$ 0.00
Senior Engineer	Hour	0	\$	175.00	\$ 0.00
Chief Scientist	Hour	0	\$	145.00	\$ 0.00
Senior Project Engineer	Hour	0	\$	145.00	\$ 0.00
Engineer	Hour	0	\$	110.00	\$ 0.00
Engineering Intern (EI)	Hour	0	\$	85.00	\$ 0.00
Senior Scientist	Hour	0	\$	105.00	\$ 0.00
Computer Technician - Designer	Hour	0	\$	85.00	\$ 0.00
Sr Engineering Technician	Hour	0	\$	75.00	\$ 0.00
Engineering (Geo) Technician	Hour	0	\$	68.00	\$ 0.00
Secretary/Clerical	Hour	0	\$	50.00	\$ 0.00
Note: Hourly Rates are portal to portal				Total \$	0.00



March 10, 2015

Matthew Serynek, PE
Aviation Engineer
RS&H
1715 N. Westshore Blvd., Suite 500
Tampa, FL. 33607-3999

Dear Matthew,

Per your request, included below is our schedule of rate values for engineering consultant services, Contract No. 134-0479-CN (RW), for the St. Pete-Clearwater International Airport.

Please feel free to contact me if you have any questions or concerns.

Sincerely,

Woolpert, Inc.

Paul F. Akers, PSM
Senior Associate

ap



Matthew Serynek, PE
Aviation Engineer
March 10, 2015

Page 2

Woolpert, Inc.

***St. Pete-Clearwater International Airport
Sub to RS&H***

CLASSIFICATION	Loaded Hourly Rate
Project Manager	\$144.77
Project Surveyor	\$108.71
Survey Team Leader	\$119.37
Photogrammetrist	\$103.49
Survey Technicians (field)	\$87.74
Survey Technicians (office)	\$90.11
Photogrammetry Team lead	\$118.76
Photogrammetry Technicians	\$91.94
Administrative Support	\$73.64
Pilot	\$116.15
Sensor Operator	\$74.34

Survey Truck trip charge/ day	\$60.00
Company vehicle mileage/mile	\$0.51
RTK GPS System (Rover Only) per hour	\$30.00
Aircraft with Digital Camera/hour	\$1,700.00
Aircraft with LiDAR unit/hour	\$2,000.00
Aircraft/hour	\$700.00

Appendix 1

~~ATTACHMENT 1~~

FEDERAL CONTRACT PROVISIONS

.

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT 134-0479-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Airport Department**

THIS AGREEMENT, entered into on the ____day of ____20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and URS Corporation Southern, with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Airport Department requires **PROFESSIONAL ENGINEERING SERVICES** associated with St. Pete – Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/Engineering/Construction Management, and Land Development Professional Services, and other related services on an as needed basis, herein referred as PROJECT.

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

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

Professional engineering services to implement the St. Pete-Clearwater International Airport Capital Improvement Program (CIP) of multi-disciplinary engineering projects relating to Environmental Assessment/Architectural/ Engineering/Construction Management, and Land Development Professional Services, and other related services on a multiple/year/multiple work assignment basis during the term of the contract. The selected consultant(s) will enter into individual agreements for services with the County for work that will be on an assignment-by-assignment basis.

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 Airport 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.
- 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, Railroad Coordination, Construction Engineering and Inspection.
 - E. Project Management support and preparation of independent cost estimates.

- F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. The Work Assignments to be performed by the CONSULTANT shall commence upon receipt, from the COUNTY, of a written Notice to Proceed from the COUNTY's Director of Airport 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the CONSULTANT for performance of the Work Assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
- B. For indeterminate Work Assignments, compensation shall be on a hourly rate basis, Compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed Seven Hundred Fifty Thousand dollars (\$750,000.00). 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 work assignments unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

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

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated

settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on work assignments paid by lump sum fee.

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code 2-176(j). Records should be maintained for 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 1- Section C – 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

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

SECTION 24 CONFLICT OF INTEREST

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

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

**SECTION 25
EXTENT OF AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name
URS Corporation Southern

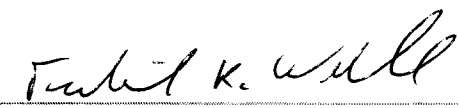
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Steven G. Henriquez, P.E.
Title: Vice President Date: 5/26/15

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Frederick K. Walker, P.E.
Title: Vice President Date: 5/26/15

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

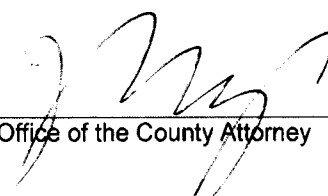
By: 
Office of the County Attorney



EXHIBIT A

URS CORPORATION SOUTHERN A WHOLLY OWNED SUBSIDIARY OF AECOM

PINELLAS COUNTY 134-0479-CN (RW) PROPOSED HOURLY RATES

Job Classification	Billable Rate (\$ / hour)
Vice President / Officer-in-Charge	\$270.00
Project Manager	\$180.00
Senior Architect	\$175.00
Project Architect	\$135.00
Construction Manager	\$155.00
Senior Construction Inspector	\$115.00
Project Construction Inspector	\$85.00
Senior Civil Engineer	\$165.00
Project Civil Engineer	\$125.00
Senior Electrical Engineer	\$155.00
Project Electrical Engineer	\$125.00
Electrical Engineer	\$105.00
Senior Environmental Engineer	\$145.00
Project Environmental Engineer	\$110.00
Environmental Engineer	\$95.00



EXHIBIT A

**URS CORPORATION SOUTHERN
A WHOLLY OWNED SUBSIDIARY OF AECOM
(continued)**

**PINELLAS COUNTY
134-0479-CN (RW)
PROPOSED HOURLY RATES**

Job Classification	Billable Rate (\$ / hour)
Senior Geotechnical Engineer	\$175.00
Project Geotechnical Engineer	\$155.00
Geotechnical Engineer	\$105.00
Senior Structural Engineer	\$175.00
Project Structural Engineer	\$145.00
Structural Engineer	\$105.00
Senior Environmental Scientist	\$155.00
Project Environmental Scientist	\$110.00
Senior Water Resources Engineer	\$175.00
Project Water Resources Engineer	\$135.00
Water Resources Engineer	\$105.00
Senior Engineer	\$165.00
Project Engineer	\$125.00
Engineer	\$105.00



EXHIBIT A

**URS CORPORATION SOUTHERN
A WHOLLY OWNED SUBSIDIARY OF AECOM
(continued)**

**PINELLAS COUNTY
134-0479-CN (RW)
PROPOSED HOURLY RATES**

Job Classification	Billable Rate (\$ / hour)
Senior Planner	\$165.00
Project Planner	\$125.00
Senior Landscape Architect	\$155.00
Landscape Architect	\$95.00
Senior Geologist	\$140.00
Project Geologist	\$105.00
Senior GIS Specialist	\$130.00
Project GIS Specialist	\$90.00
Field Technician	\$85.00
Senior Designer	\$125.00
Drafter/CADD Operator	\$95.00
Operations Specialist	\$95.00
Senior Surveyor & Mapper	\$135.00
Project Surveyor & Mapper	\$110.00



EXHIBIT A

**URS CORPORATION SOUTHERN
A WHOLLY OWNED SUBSIDIARY OF AECOM
(continued)**

**PINELLAS COUNTY
134-0479-CN (RW)
PROPOSED HOURLY RATES**

Job Classification	Billable Rate (\$ / hour)
Survey Party Chief	\$90.00
Survey Instrument Man	\$75.00
Survey Rod Man / Chain Man	\$50.00
Fiscal / Accounting	\$75.00
Administrative / Clerical	\$75.00

Appendix 1

~~ATTACHMENT 1~~

FEDERAL CONTRACT PROVISIONS

Federal Provisions Required for all A/E Contracts

CIVIL RIGHTS ACT OF 1964, TITLE VI – CONSULTANT CONTRACTUAL REQUIREMENTS

During the performance of this contract, the Consultant, for itself, its assignees and successors in interest agrees as follows:

1.1 Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

1.2 Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

1.4 Information and Reports. The Consultant shall provide all information and reports required by the Regulation or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

1.5 Sanctions for Noncompliance. In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

1.6 Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The Consultant assures that it will comply with pertinent Federal statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance.

In the case of Consultants, this provision binds the Consultants from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (§26.13) - The Consultant and their subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

Prompt Payment (§26.29) - The Consultant agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the Consultant receives from *[Name of recipient]*. The Consultant agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

(1) No Federal appropriated funds shall be paid, by or on behalf of the Consultant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the Consultant shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

ACCESS TO RECORDS AND REPORTS

The Consultant shall maintain an acceptable cost accounting system. The Consultant agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

RIGHTS TO INVENTIONS

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

TRADE RESTRICTION CLAUSE

The Consultant or their subcontractors, by execution of a contract, certifies that it:

- a. Is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
- b. Has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
- c. Has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subcontractor who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a Consultant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Additional Federal Provisions Required for A/E Contracts exceeding \$10,000

TERMINATION OF CONTRACT

- a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.
- b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
- c. If the termination is due to failure to fulfill the Consultant's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
- d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.
- e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

E-Verify:

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$25,000**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY
EXCLUSION**

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by acceptance of this contract that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this agreement.

**Additional Federal Provisions Required
for
A/E Contracts exceeding \$100,000**

BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Consultant or their subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A, titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION AND INSURANCE REQUIREMENTS
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- (4) Professional Liability (Errors and Omissions) Insurance including Construction Management (Errors and Omissions) with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

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

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

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

NOTICE: Certificate(s) must include the following statement under Worker's Compensation and Professional Liability: "There shall be no exclusion for work at Airports/Airfields". Certificate(s) without this statement will not be accepted and no work can begin until certificate has been approved by the County.