



Staff Report

File #: 15-147, **Version:** 1 approved by Board of County Commissioners **Agenda Date:** 8/9/2016

Subject:

Ranking of firms and execution of agreements with the top five ranked firms for requirements of continuing environmental engineering consulting services including environmental assessment and remediation activities.

Recommended Action:

Approve the ranking of firms and execution of agreements with the top five (5) ranked firms for requirements of continuing environmental and engineering consulting services including environmental assessment and remediation activities:

1. Arcadis U.S., Inc.
2. HSW Engineering, Inc.
3. Professional Service Industries, Inc.
4. S&ME, Inc.
5. Terracon Consultants, Inc.

Contract No. 156-0008-CN(RW); the upset limit over the five (5) year term is \$500,000.00 for each firm for a total of \$2,500,000.00; Chairman to sign and Clerk of Circuit Court to attest.

Strategic Plan:

Practice Superior Environmental Stewardship

3.3 Protect and improve the quality of our water, air, and other natural resources

Foster Continued Economic Growth and Vitality

4.3 Catalyze redevelopment through planning and regulatory programs

Deliver First Class Services to the Public and Our Customers

5.2 Be responsible stewards of the public's resources

Summary:

The purpose of this contract is to provide environmental and engineering consulting services on a continuing basis to support site investigations, brownfield redevelopment, and other environmental cleanup projects requiring expertise in site assessment, cleanup and support services.

The firms, in order of ranking, are attached on the ranking spreadsheet.

Background/Explanation:

On October 30, 2015, in accordance with the Consultant Competitive Negotiation Act (CCNA), the Purchasing Department on behalf of the Real Estate Management Department, released a request for proposal (RFP) with the intent of obtaining the services of qualified consulting engineering firms for environmental, real estate, and engineering projects.

An agreement with each of the five (5) ranked firms has been negotiated by staff and is presented to the Board of County Commissioners for consideration. All rates for prime consultants and sub-consultants were evaluated to determine competitiveness based on current market conditions. Negotiations achieved rate reductions ranging from three (3%) to forty seven (47%) percent as compared to the original submittals.

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

Fiscal Impact:

The upset limit over the five (5) year term of the contract is \$500,000.00 for each firm for a total of \$2,500,000.00.

The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to this contract pending the negotiated rates remaining the same.

Funding is derived through various Capital Improvement Program budgets and/or operating budgets per individual work assignments on a multiple year/multiple work assignment basis.

Staff Member Responsible:

Andrew W. Pupke, Director, Real Estate Management
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreements
Ranking Spreadsheet

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the 9th day of August 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Arcadis U.S., Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: 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 Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed five hundred thousand dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from 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) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: Arcadis U.S., Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: [Signature]
Print Name: Christopher P. Hill
Title: Vice President Date: 6/28/16

By: [Signature]
Chairman Date: 6-5-16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: [Signature]
Deputy Clerk Date: 6-5-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: [Signature]
Office of the County Attorney



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Classification	Hourly Rate
Project Manager	\$179
Senior Scientist	\$145
Senior Engineer	\$152
Project Scientist	\$115
Project Engineer	\$120
Staff Scientist	\$96
Staff Engineer	\$98
Construction Manager	\$129
Senior Technician	\$85
Technician	\$71
Senior Administrative	\$73
Administrative	\$58

[illegible]



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida

Environmental Engineering Consulting Services

Contract No. 156-0008-CN (RW)

Subconsultant –Geoview, Inc.

Classification	Hourly Rate
Principal Engineer/Scientist	\$160
Project Manager	--
Senior Scientist	\$132
Senior Engineer	--
Project Scientist	\$99
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	\$66
Technician	\$44
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	\$73.04
Senior Clerical	--
Clerical	\$50

[illegible]

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – Geoview, Inc. (cont.)

Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
GPR System w/ 1 Antenna	Mala or GSSI	\$ 187.00	day
GPR System w/ 2 or more Antenna	Mala or GSSI	\$ 236.50	day
Geode 24-Channel Seismic System with Geophones	Geometrics	\$ 275.00	day
Geode 48-Channel Seismic System with Geophones	Geometrics	\$ 302.50	day
Ballard Crosshole Seismic System	Ballard	\$ 275.00	day
Electromagnetics (EM-31 MK2)	Geonics	\$ 110.00	day
Electromagnetics (EM-34)	Geonics	\$ 132.00	day
Electromagnetics (EM-61 MK2)-TDEM	Geonics	\$ 132.00	day
Magnetometer (Cesium Vapor 859)	Geometrics	\$ 110.00	day
R8 56-Channel Electrical Resistivity Imaging System	AGI	\$ 385.00	day
R8 112-Channel Electrical Resistivity Imaging System	AGI	\$ 660.00	day
DC Resistivity Testing System (large)	AGI	\$ 220.00	day
DC Resistivity Testing System (small)	L&R	\$ 55.00	day
Metal Detector	Schoenstedt	\$ 22.00	day
Pile Integrity Tester	Pile Dynamics	\$ 137.50	day
Sonic Cross-Hole Logging System	Olson Instruments	\$ 330.00	day

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant –Geoview, Inc. (cont.)

Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	\$ 275.00	day
Ultra-Sonic Pulse Velocity System	Olson Instruments	\$ 275.00	day
Slab Impulse Response System	Olson Instruments	\$ 110.00	day
Electronic Utility Locator	RadioDetection	\$ 55.00	day
EM Rebar Detector	Profometer	\$ 38.50	day
Vacuum Excavation System w/ Compressor	Utiliscope VE-75	\$ 495.00	day
Floor level Survey Equipment	ZIP Level	\$ 22.00	day
Global Positioning Systems (GeoXH)	Trimble	\$ 82.50	day
Sub-Bottom Profiler (3200 System with 216 Towfish)	Edgetech	\$ 385.00	day
Bathymetric Profiler (Echotrac CVM)	Odem	\$ 125.00	day
Field Vehicle	Nissan	\$ 0.62	Mile
All Terrain Vehicle	Kawasaki (Mule)	\$ 110.00	Day
Marine Navigation and Comm Software Package	Hypack	\$ 137.50	Day
Fresh-Water/Near-Shore Power Boat w/ trailer	Carolina Skiff (17 ft)	\$ 275.00	Day
Pipeline Video Inspection-push camera	RadioDetection	\$ 110.00	Day
Infrared Video Camera (T400)	FLIR	\$ 137.50	Day
In-Situ Thermal Conductivity Testing (FTN01)	Huxseflux	\$ 220.00	Day
Minimate Plus Vibration and Overpressure Monitor system	Instantel	\$ 385.00	week



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida

Environmental Engineering Consulting Services

Contract No. 156-0008-CN (RW)

Subconsultant – Ambient Technologies, Inc.

Classification	Hourly Rate
Principal Engineer	\$195
Project Manager	\$125
Senior Scientist	--
Senior Engineer	--
Project Scientist	\$99
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	\$66
Technician	\$44
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	\$73.10
Senior Clerical	--
Clerical	\$55

[illegible]

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – Ambient Technologies, Inc. (cont.)

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACTED ITEM PRICE
1.	OFFICE ACTIVITIES		
1-1.	File Review	Per Review	\$275.00
1-2.	Site Health & Safety Plan	Per Site	\$165.00
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in	Reimbursable*	
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	
2.	FIELD ACTIVITIES - GENERAL		
2-1.	Site Reconnaissance/Field Measurement Visit	Per Visit	\$550.00
2-4.	Contractor Oversight for Non-Price Schedule Activities	Per Day	\$825.00
3.	MOBILIZATION		
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	\$440.00
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	\$550.00
3-9.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - ≤ 100 miles each way	Per Round Trip	\$522.50
3-10.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - > 100 miles each way	Per Round Trip	\$660.00
4.	MEALS AND LODGING		
	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher		
4-1.a.	required and quoted rate should be per person per day	Per Person, Per Day	\$123.20
4-1.b.	Per Diem - Contractor travel for specific meetings or legal proceedings required by Department (hotel and meals may be paid	Reimbursable*	
5.	DRILLING AND BORING		
5-1.a.1.	Split Spoon Sampling – 2 foot (during boring) < 50 feet	Per Spoon	\$22.00
5-1.a.2.	Split Spoon Sampling – 2 foot (during boring) 50 to 100 feet	Per Spoon	\$30.80
5-1.a.3.	Split Spoon Sampling – 2 foot (during boring) > 100 feet	Per Spoon	\$39.60
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	\$110.00
5-3.a.	Direct Push Technology (DPT) Rig and Equipment	Full Day	\$1,430.00
5-5.a.	DPT Membrane Interface Probe (MIP) Equipped with PID and ECD (add-on cost to DPT base rate)	Full Day	\$1,320.00
5-6.	HSA or MR Boring, ≤ 6 inch diameter, < 50 foot total depth	Per Foot	\$19.80
5-7.	HSA or MR Boring, ≤ 6 inch diameter, 50 to 100 foot total depth	Per Foot	\$30.80
5-8.	HSA or MR Boring, ≤ 6 inch diameter, > 100 foot total depth	Per Foot	\$38.50
5-9.	HSA or MR Boring, > 6 to 10 inch diameter, < 50 foot total depth	Per Foot	\$44.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – Ambient Technologies, Inc. (cont.)

6.	WELL INSTALLATION		
6-1.	Well Installation - 1 inch diameter	Per Foot	\$29.70
6-2.a.	Well Installation - 2 inch diameter (vertical)	Per Foot	\$31.90
6-2.b.	Well Installation - 2 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$44.00
6-3.a.	Well Installation - 4 inch diameter (vertical)	Per Foot	\$38.50
6-3.b.	Well Installation - 4 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$49.50
6-4.	Well Installation - 6 inch diameter	Per Foot	\$71.50
6-5.	Surface Casing - 6 inch diameter	Per Foot	\$39.60
6-6.	Surface Casing - 8 inch diameter	Per Foot	\$44.00
6-9.a.	Additional Well Screen > 20 feet - 1 inch diameter	Per Foot	\$8.80
6-9.b.	Additional Well Screen > 20 feet - 2 inch diameter	Per Foot	\$13.20
6-9.c.	Additional Well Screen > 20 feet - 4 inch diameter	Per Foot	\$33.00
6-9.d.	Additional Well Screen > 20 feet - 6 inch diameter	Per Foot	\$44.00
6-10.	Above Grade Well Completion w/bollards	Per Well	\$583.00
6-11.	Installation of Well Vault - 2 x 2 x 2 foot	Per Vault	\$715.00
6-12.	Installation of Well Vault - 4 x 4 x 2 foot	Per Vault	\$880.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – FECC, Inc.

Classification	Hourly Rate
Administrative Support	\$58
Contracts Administrator	\$78
Laborer	\$37
Technician I	\$42
Technician II	\$46
Jr. Heavy Equipment Operator	\$47
Sr. Heavy Equipment Operator	\$58
Environmental Technician	\$58
Site Foreman	\$65
Site Supervisor	\$75
Health & Safety Supervisor	\$80
Project Superintendent	\$95
Construction Manager	\$128
Project Manager	\$142
Certified Hazardous Material Manager	\$95
Certified Industrial Hygienist	\$115

Other Classifications	Hourly Rate

Equipment:

Support truck w/tools and fuel cell	\$65/day
Support trailer w/tools	\$75/day



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida

Environmental Engineering Consulting Services

Contract No. 156-0008-CN (RW)

Subconsultant – MC Squared

Classification	Hourly Rate
Principal Engineer	\$210
Project Manager	\$171
Senior Scientist	--
Senior Engineer	\$151
Project Scientist	--
Project Engineer	\$120
Staff Scientist	--
Staff Engineer	\$110
Construction Manager	--
Senior Technician	\$75
Technician	\$55
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	\$75
Senior Clerical	--
Clerical	\$55

[illegible]

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – MC Squared (cont.)

Service Element	Unit	Cost Per Unit
-----------------	------	------------------

I. FIELD INVESTIGATION

1. Mobilization of Men and Equipment

Truck Mounted Equipment	Each	\$	450.00
Pinellas County County	Each	\$	605.00
Specialized ATV/Mudbug	Each	\$	187.00
Support Vehicle	Per Trip	\$	1,350.00
Track Mounted Equipment	Each	\$	7,450.00
Barge Mounted Equipment	Each	\$	550.00
Safety Boat	Per Trip	\$	

2. Truck Mounted Equipment

a. Standard Penetration Test (SPT) Borings

0 - 50 feet	L.F.	\$	12.75
50-100 feet	L.F.	\$	16.50
100 -150 feet	L.F.	\$	29.50

b. Grout Seal Boreholes

0 - 50 feet	L.F.	\$	5.00
50-100 feet	L.F.	\$	6.50
100-150 feet	L.F.	\$	9.50

c. Casing Allowance

0 - 50 feet	L.F.	\$	8.35
50-100 feet	L.F.	\$	9.50
100-150 feet	L.F.	\$	11.50

d. Rock Coring

0 - 50 feet	L.F.	\$	42.00
50-100 feet	L.F.	\$	48.25
100-150 feet	L.F.	\$	53.75

3. Barge/Track Mounted Drilling Equipment

a. Standard Penetration Test Borings

0 - 50 feet	L.F.	\$	21.50
50-100 feet	L.F.	\$	24.70
100-150 feet	L.F.	\$	44.55

b. Grout-Seal Boreholes

0 - 50 feet	L.F.	\$	7.50
50-100 feet	L.F.	\$	10.50
100-150 feet	L.F.	\$	14.60

c. Casing Allowance

0 - 50 feet	L.F.	\$	12.50
50-100 feet	L.F.	\$	15.50
100-150 feet	L.F.	\$	16.80

d. Rock Coring

0 - 50 feet	L.F.	\$	43.50
50-100 feet	L.F.	\$	55.75
100-150 feet	L.F.	\$	68.00

4. Extra Split Spoon Samples

0 - 50 feet	Each	\$	37.50
50-100 feet	Each	\$	43.50
100-150 feet	Each	\$	45.00

5. Auger Borings

0 - 50 feet L.F.	L.F.	\$	9.75
------------------	------	----	------

6. Backhoe for Test Pit Excavation

Cost based on equipment rental (TBN) and labor

Per Day

Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – MC Squared (cont.)

7. Shelby Tube Samples 0 - 50 feet	Each	\$	200.00
8. Infiltration Tests	Each	\$	513.00
9. Permeability Tests	Each	\$	515.00
10. Flagmen & Barricades (2 man crew)			
Barricades/MOT	Per Day	\$	950.00
Flagmen	Per Day	\$	950.00
11. Hand Probes (2-man Crew)	Per Day	\$	875.00
12. 2 Inch Piezometer Installation LF	L.F.	\$	40.50
13. Drilling Permits if required+time	Per Boring	\$	32.50
14. Site Clearing/Difficult Access Cost based on equipment rental (TBN) and labor	Per Day		
15. Pavement Cores (Asphalt) Min. 3 per trip	Per Boring	\$	150.00
II. LABORATORY INVESTIGATION			
1. Visual Examination/Stratify Per Set (1 Set = 5 feet)	Set	\$	5.00
2. Natural Moisture Content Tests	Each Test	\$	9.50
3. Grain Size Analysis (Full Gradation) (Single Sieve)	Each Test	\$	85.00
	Each Test	\$	55.00
4. Organic Content Tests	Each Test	\$	45.00
5. Atterberg Limit Tests	Each Test	\$	110.00
Liquid Limit Only	Each Test	\$	70.00
Plastic Limit Only	Each Test	\$	40.00
6. Environmental Test (pH, sulfates, chlorides, resistivity)	Each Test	\$	195.00
7. Limerock Bearing Ratio Test	Each Test	\$	375.00
8. Consolidation Test	Each Test	\$	475.00
9. Specific Gravity	Each Test	\$	65.00
10. Triaxial Shear Test (per point)	Each Test	\$	165.00
11. Split Tension Test	Each Test	\$	120.00
12. Unconfined Compression Test	Each Test	\$	114.00
III. ENGINEERING AND TECHNICAL SERVICES			
1. Project Manager	Hour	\$	171.00
2. Chief Engineer	Hour	\$	210.00
3. Senior Engineer	Hour	\$	170.00
4. Project Engineer	Hour	\$	125.00
5. Engineer	Hour	\$	110.00
6. Sr. Technician	Hour	\$	75.00
7. Technician	Hour	\$	55.00
8. CADD Technician	Hour	\$	75.00
9. Clerical	Hour	\$	55.00



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida

Environmental Engineering Consulting Services

Contract No. 156-0008-CN (RW)

Subconsultant – GHS Environmental, LLC

Classification	Hourly Rate
Principal Engineer	--
Project Manager	--
Senior Scientist	\$125
Senior Engineer	\$165
Project Scientist / Environmental Specialist	\$105
Project Engineer	\$105
Staff Scientist/Environmental Specialist	\$95
Staff Engineer	\$95
Construction Manager	--
Senior Technician	--
Technician	\$65
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	\$75
Senior Clerical	--
Clerical	\$45

[illegible]

Subconsultant – Preferred Drilling Solutions

Pay Item	Description	Unit	Payment Type	Respondent Region Price	Units	Total Cost
3	MOBILIZATION					
3-3.	Heavy Duty/Stakebed Truck (3/4 ton*) - ≤ 100 miles each way	Per Round Trip	FIXED PRICE	\$ 450.00		\$ -
3-4.	Heavy Duty/Stakebed Truck (3/4 ton*) - > 100 miles each way	Per Round Trip	FIXED PRICE	\$ 700.00		\$ -
3-7.a.	DPT Rig and Support Vehicles Mobilization - < 100 miles each way	Per Round Trip	FIXED PRICE	\$ 475.00		\$ -
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	FIXED PRICE	\$ 900.00		\$ -
3-9.a.	Drill Rig and Support Vehicles Mob. (hollow stem auger, mud rotary) <100 miles each way	Per Round Trip	FIXED PRICE	\$ 950.00		\$ -
3-10.a.	Drill Rig and Support Vehicles Mob. (hollow stem auger, mud rotary) >100 miles each way	Per Round Trip	FIXED PRICE	\$ 1,300.00		\$ -
4	MEALS AND LODGING					
4-1.	Per Diem - For Travel > 1 Consecutive Day	per person/day	STATE RATE	\$ 80.00		\$ -
5	DRILLING AND BORING					
5-1.a.1	Split Spoon Sampling - 2 foot (during boring) <50 feet	Per Spoon	FIXED PRICE	\$ 27.00		\$ -
5-1.a.2	Split Spoon Sampling - 2 foot (during boring) 50 to 100 feet	Per Spoon	FIXED PRICE	\$ 30.00		\$ -
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	FIXED PRICE	\$ 150.00		\$ -
5-3.a	Direct Push Technology (DPT) Rig and Equipment	Full Day	FIXED PRICE	\$ 1,575.00		\$ -
5-6.	HSA or MR Boring, ≤ 6 inch diameter, < 50 foot total depth	Per Foot	FIXED PRICE	\$ 18.00		\$ -
5-7.	HSA or MR Boring, ≤ 6 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 19.00		\$ -
5-9.	HSA or MR Boring, > 6 to 10 inch diameter, <50 foot total depth	Per Foot	FIXED PRICE	\$ 20.00		\$ -
5-10.	HSA or MR Boring, > 6 to 10 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 21.00		\$ -
5-12.	HSA or MR Boring, > 10 to 14 inch diameter, <50 foot total depth	Per Foot	FIXED PRICE	\$ 28.00		\$ -
5-13.	HSA or MR Boring, > 10 to 14 inch diameter, 50 to 100 foot total depth	Per Foot	FIXED PRICE	\$ 30.00		\$ -
6	WELL INSTALLATION					
6-1.	Well Installation - 1 inch diameter	Per Foot	FIXED PRICE	\$ 24.00		\$ -
6-2.a.	Well Installation - 2 inch diameter (Vertical)	Per Foot	FIXED PRICE	\$ 25.00		\$ -
6-3.a.	Well Installation- 4 inch diameter (Vertical)	Per Foot	FIXED PRICE	\$ 33.00		\$ -
6-5.	Surface Casing - 6 inch diameter	Per Foot	FIXED PRICE	\$ 30.00		\$ -
6-13.	Well Redevelopment	Per Well	FIXED PRICE	\$ 150.00		\$ -
6-14.	Removal and Reinstallation of 8-inch Manhole and well pad when a well pad/manhole has been damaged or destroyed	Per Well	FIXED PRICE	\$ 300.00		\$ -
7	WELL ABANDONMENT					
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	FIXED PRICE	\$ 14.50		\$ -
7-2.	Grout and Abandon Well, > 2 to 4 inch diameter	Per Foot	FIXED PRICE	\$ 16.50		\$ -
7-3.	Grout and Abandon Well, > 4 to 6 inch diameter	Per Foot	FIXED PRICE	\$ 18.00		\$ -
7-4.	Grout and Abandon Well, > 6 inch diameter	Per Foot	FIXED PRICE	\$ 22.00		\$ -
	OTHER ITEMS					
	Permits	Each	FIXED PRICE	\$ 50.00		\$ -
	Estimated Drums	Per Drum	FIXED PRICE	\$ 55.00		\$ -
	Senior Technician	Per Hour	FIXED PRICE	\$ 75.00		\$ -
TOTAL COST						



ARCADIS

Design & Consultancy
for natural and
built assets

Exhibit A (cont.)

Arcadis 2016 Schedule of Rate Values

Pinellas County, Florida

Environmental Engineering Consulting Services

Contract No. 156-0008-CN (RW)

Subconsultant – Scheda

Classification	Hourly Rate
Principal Engineer/Scientist	\$201.86
Project Manager	--
Senior Scientist	\$116.85
Senior Engineer	--
Project Scientist	\$86.72
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	--
Technician	\$55.59
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	\$80.92
CADD Operator	--
Senior Clerical	\$78.48
Clerical	--

[illegible]

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – SurvTech Solutions

Classification	Hourly Rate
Principal Engineer	--
Project Manager	--
Senior Scientist	--
Senior Engineer	--
Project Scientist	--
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	\$95
Technician	\$85
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	--
Senior Clerical	--
Clerical	\$52

Other Classifications	Hourly Rate
Senior Professional Surveyor and Mapper	\$130
Junior Professional Surveyor and Mapper	\$120
Survey Party Chief	\$85
Survey Instrument Operator	\$60
Field Assistant	\$45
3D Scanning Chief	\$240
3D Scanning Assistant	\$72.50
3D Modeler	\$110
Ground penetrating radar (GPR) – 2 man crew	\$145
Survey – 3 man crew consisting of chief, operator and assistant	\$190

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – TankTek, Inc. d/b/a EnviroTek

Classification	Hourly Rate
Principal	\$125
Project Manager	\$85
Senior Scientist	--
Senior Engineer	--
Project Scientist	\$105
Project Engineer	\$105
Staff Scientist	--
Staff Engineer	--
Construction Manager	
Senior Technician	
Technician	\$40
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	
Senior Clerical	
Clerical	\$27
Other Classifications	Hourly Rate
Superintendent	\$70
Health and Safety Officer	\$70
Chemist	\$55
Supervisor	\$55
Logistics/Disposal Coordinator	\$55
Foreman	\$45
Traffic Control Supervisor	\$82.50
Equipment Operator	\$50
Quality Assurance Officer	\$70
Mechanic	\$40
High-Hazard Surcharge	\$100
CDL Driver	\$45
Resource Coordinator	\$105
Pusher/Foreman	\$55
Roustabout Helper	\$32
Welder Helper	\$50
Drilling Technician	\$75

Exhibit A (cont.)
 Arcadis 2016 Schedule of Rate Values
 Pinellas County, Florida
 Environmental Engineering Consulting Services
 Contract No. 156-0008-CN (RW)

Subconsultant – Angela North, CPA

Classification	Hourly Rate
President	\$250
Project Manager	\$175
Senior Scientist	--
Senior Engineer	--
Project Scientist	--
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	--
Technician	--
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	--
Senior Administrative	\$65
Administrative	--

Other Classifications	Hourly Rate



Design & Consultancy
for natural and
built assets

Contract No. 156-0008-CN (RW)

Subconsultant – Carlton Fields Jordan Burt

Classification	Hourly Rate
Principal Engineer	--
Project Manager	--
Senior Scientist	--
Senior Engineer	--
Project Scientist	--
Project Engineer	--
Staff Scientist	--
Staff Engineer	--
Construction Manager	--
Senior Technician	--
Technician	--
Florida Licensed Asbestos Consultant	--
Industrial Hygienist	--
Industrial Hygienist Technician	--
GIS Specialist	--
CADD Operator	--
Senior Clerical	--
Clerical	--

[illegible]

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – FTS Analytical Services

Parameter	Method	Waters	Soils
Organic Testing:			
Gasoline/Kerosene Analytical Group (Table C of Ch. 62-780 FAC)	Multiple Methods (see below)	\$ 270.00	\$ 187.00
<i>Waters: VOAs/VOHs (8260), PAHs (8270D), FL PRO, EDB (8011), Pb (6010); Soils: BTEX/MTBE (8260), PAHs (8270D), FL PRO</i>			
Used Oil/Unknown Product Group (Table D of Ch. 62-780 FAC)	Multiple Methods (see below)	\$ 603.00	\$ 530.00
<i>Waters: PP VOCs + TICs >10ppb (8260), PP SVOCs + TICs >10ppb (8270D), SIM LL PAH (8270), FL PRO, OC Pests (8081, PCBs (8082)), 4 RCRA (6010); Soils: PP VOCs (8260), PP SVOCs + PAHs (8270D), FL PRO, OC Pests (8081), PCBs (8082), 4 RCRA (6010)</i>			
BTEX + MTBE	EPA 624, 8260	\$ 35.00	\$ 42.00
Volatile Organic Halocarbons (VOHs)	EPA 624, 8260	\$ 55.00	\$ 62.00
BTEX + MTBE/VOHs (VOAs/VOHs)	EPA 624, 8260	\$ 70.00	\$ 77.00
PAHs (including 1-Methylnaphthalene and 2-Methylnaphthalene)	EPA 625, 8270	\$ 80.00	\$ 80.00
TCLP or SPLP Extraction	EPA 1311/EPA 1312	\$ 40.00	\$ 40.00
EDB and/or DBCP	EPA 8011	\$ 40.00	N/A
Priority Pollutant Volatile Organics (PP VOCs)	EPA 624, 8260	\$ 78.00	\$ 85.00
Priority Pollutant Semi-Volatiles (PP SVOCs)	EPA 625, 8270	\$ 185.00	\$ 185.00
Total Recoverable Petroleum Hydrocarbons	FL PRO	\$ 65.00	\$ 65.00
Organochlorine Pesticides (OC)	EPA 8081	\$ 95.00	\$ 95.00
PCBs	EPA 8082	\$ 65.00	\$ 65.00
TRPH Fractionation	MADEP EPH/VPH	\$ 250.00	\$ 250.00
Herbicides	EPA 8151	\$ 130.00	\$ 130.00
Organophosphorus Pesticides	EPA 8141	\$ 175.00	\$ 175.00
Tedlar Bag	N/A	\$ 16.00	
ENCORE Capsule for SPLP Volatile Soils Collection	N/A	N/A	\$ 15.00
Metals Testing:			
Total Metals - Single Element (not Mercury)	EPA 200.7, 200.8, 6010C, 6020A	\$ 15.00	\$ 15.00
Metals - Price per Metal (3 or More Metals - not including Mercury)	EPA 200.7, 200.8, 6010C, 6020A	\$ 12.00	\$ 12.00
4 RCRA Metals (As, Cd, Cr, Pb)	EPA 200.7, 200.8, 6010B/C, 6020	\$ 35.00	\$ 35.00
Mercury (Hg)	EPA 245.1, 7470/7471	\$ 20.00	\$ 20.00
Low Level Mercury (LL Hg)	EPA 1631	\$ 100.00	N/A
8 RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag)	EPA 200.7, 200.8, 6010B/C, 6020, 7470/7471	\$ 75.00	\$ 75.00
Priority Pollutant Metals (PP) (Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn)	EPA 200.7, 200.8, 6010B/C, 6020, 7470/7471	\$ 100.00	\$ 100.00

Exhibit A (cont.)
Arcadis 2016 Schedule of Rate Values
Pinellas County, Florida
Environmental Engineering Consulting Services
Contract No. 156-0008-CN (RW)

Subconsultant – FTS Analytical Services (cont.)

Parameter	Method	Waters	Soils
Other Testing:			
Alkalinity	SM2320B	\$ 15.00	N/A
Ammonia (NH3)	EPA 350.1, SM4500-NH3C	\$ 20.00	N/A
Chloride (Cl)	EPA 300.0, 9056	\$ 15.00	N/A
Total Hardness	SM2340B	\$ 20.00	N/A
Nitrate (NO3)	EPA 300.0, 9056	\$ 15.00	N/A
Nitrate+ Nitrite (NOx)	EPA 300.0, 353.2, 9056	\$ 20.00	N/A
Nitrite (NO2)	EPA 300.0, 9056	\$ 15.00	N/A
Total Organic Carbon (TOC)	SM5310C, Walkley-Black	\$ 25.00	\$ 65.00
Orthophosphate (OP)	EPA 365.1, SM4500PE	\$ 20.00	N/A
Residue-filterable (Total Dissolved Solids) (TDS)	SM2540C	\$ 12.00	N/A
Residue-non-filterable (Total Suspended Solids) (TSS)	SM2540D	\$ 12.00	N/A
Sulfate (SO4)	EPA 300.0, 9056	\$ 15.00	N/A
Fluoride	EPA 300.0	\$ 15.00	N/A
Methane, Ethane, Ethene	RSK-175	\$ 80.00	N/A
Cyanide	EPA 335.4, 9010, 9014	\$ 35.00	\$ 35.00
Sulfide	SM4500-S-F	\$ 25.00	N/A
Total Phosphorus	EPA 365.2 365.3	\$ 20.00	\$ 25.00
Total Kjeldahl Nitrogen	EPA 351.2, SM4500-NH3C	\$ 35.00	\$ 35.00
Laboratory Rates - Air:			
BTEX+MTBE/GRO	EPA-18 Modified	\$ 100.00	
Tedlar Bag	N/A	\$ 16.00	
Rush Fees:			
One (1) Business Day TAT Surcharge = 100%	Three (3) Business Day TAT Surcharge = 50%		
Two (2) Business Day TAT Surcharge = 75%	Four (4) Business Day TAT Surcharge = 33%		

TankTek, Inc., d/b/a EnviroTek/Action Environmental
Pinellas County, Florida
Schedule of Rate Values; Professional Environmental
Assessment and Remediation Activities Services;
(156-0008-CN)

Job Classification	Billable Rate (\$/hr)
Principal - Straight Time	\$ 125.00
Project Manager - Straight Time	\$ 85.00
Engineer / Geologist - Straight Time	\$ 105.00
Superintendent - Straight Time	\$ 70.00
Health & Safety Officer - Straight Time	\$ 70.00
Chemist - Straight Time	\$ 55.00
Supervisor - Straight Time	\$ 55.00
Logistics/Disposal Coordinator - Straight Time	\$ 55.00
Foreman - Straight Time	\$ 45.00
Traffic Control Supervisor - Straight Time	\$ 82.50
Equipment Operator - Straight Time	\$ 50.00
Quality Assurance Officer - Straight Time	\$ 70.00
Mechanic - Straight Time	\$ 40.00
Field Technician - Straight Time	\$ 40.00
Office Staff - Straight Time	\$ 27.00
High-Hazard Surcharge/Per Hour - Straight Time	\$ 100.00
CDL Driver - Straight Time	\$ 45.00
Resource Coordinator - Straight Time	\$ 105.00
Pusher/Foreman - Straight Time	\$ 55.00
Roustabout Helper - Straight Time	\$ 35.00
Welder Helper - Straight Time	\$ 35.00
Drilling Technician - Straight Time	\$ 50.00



GHS Environmental, LLC

PO Box 55802

St. Petersburg, FL 33702-5802

727-667-6786

SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>Classification</u>	<u>Hourly Rate</u>
Senior Project/Water Resource Engineer	\$165.00
Senior Hydrogeologist	\$125.00
Senior Environmental Specialist	\$105.00
Environmental Scientist	\$105.00
Staff Engineer/Hydrogeologist	\$95.00
Geologist/Hydrogeologist	\$95.00
Drafting/Graphics	\$75.00
Project Hire/Subconsultant	\$65.00
Hydrologic/Engineering Technician	\$65.00
Editing/Administration	\$45.00

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of contract award and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. 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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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.
 - (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-

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

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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 2,000,000.00
------------------------------------	-----------------

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

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

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

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the 9th day of April 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and HSW Engineering, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: 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 Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed five hundred thousand dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from 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) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

**SECTION 27
PUBLIC RECORDS**

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

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

HSW

156-0008-CN

**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: HSW Engineering, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: Fred A. Seguiti
Print Name: FRED A. SEGUITI
Title: VICE PRESIDENT Date: 7/12/16

By: [Signature]
Chairman Date: 8-4-16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: [Signature]
Deputy Clerk Date: 8-4-16



APPROVAL AS TO FORM:

By: [Signature]
Office of the County Attorney



May 27, 2016

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

Re: Transmittal of Schedule of Rate Values - "Exhibit A"
Professional Environmental Assessment and Remediation Activities (156-0008-CN)

Dear Rianner:

HSW Engineering, Inc. (HSW) is pleased to submit the enclosed Schedule of Rate Values for the following organizations:

- HSW Engineering, Inc. - Prime Consultant
- Arehna Engineering, Inc. - Geotechnical Investigations
- OHC Environmental Engineering - Asbestos and Lead-based Paint Surveys
- Ambient Engineering & Surveying, LLC - Professional Land Surveying

We have enclosed revised rates as requested in your correspondence dated May 20, 2016. We also wish to clarify that ATI Engineering & Surveying, Inc. should be referred as Ambient Engineering & Surveying, LLC and apologize for the discrepancy.

Please contact us if you have any questions.

Sincerely,

HSW ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read "SDF", is positioned above the printed name of the signatory.

Steven D. Folsom, P.E. BCEE
Senior Engineer / Associate

15711 Mapledale Boulevard, Suite B • Tampa, FL 33624 • (813) 549-0222 • Fax: (813) 962-2406



SCHEDULE OF RATE VALUES - EXHIBIT A
 Professional Environmental and Engineering Services –
 Environmental Assessment and Remediation Activities
 RFP #: 156-0008-CN(RW)

Hourly fees for various classifications of HSW personnel are indicated below.

Classification	Hourly Rate
Principal Engineer	\$181
Project Manager	\$135
Senior Scientist	\$130
Senior Engineer	\$145
Project Scientist	\$100
Project Engineer	\$115
Staff Scientist	\$80
Staff Engineer	\$90
Construction Manager	\$95
Senior Technician	\$80
Technician	\$65
Florida Licensed Asbestos Consultant	N/A
Industrial Hygienist	N/A
Industrial Hygienist Technician	N/A
GIS Specialist	\$90
CADD Operator	\$70
Senior Clerical	\$65
Clerical	\$45

Other Classifications	Hourly Rate
Technical Expert	\$225
Principal Scientist	\$185
Senior Technical Consultant	\$165
Designer	\$80

15711 Mapledale Boulevard, Suite B • Tampa, FL 33624 • (813) 549-0222 • Fax: (813) 962-2406

“Schedule of Rate Values - Exhibit A”

March 22, 2016


**Subject: AREHNA Engineering - Schedule of Rate Values
Professional Environmental and Engineering Services –
Environmental Assessment and Remediation Activities
RFP #: 156-0008-CN(RW)**

AREHNA Engineering is pleased to provide this letter of Schedule of Rate Values for the referenced contract. We will support the HSW Team with geotechnical engineering and testing services.

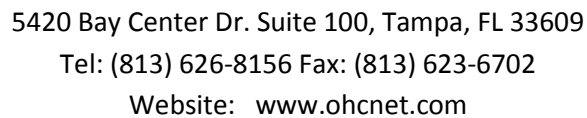
Classification	Hourly Rate
Principal Engineer	175.00
Project Manager	---
Senior Scientist	---
Senior Engineer	150.00
Project Scientist	---
Project Engineer	110.00
Staff Scientist	---
Staff Engineer	98.00
Construction Manager	---
Senior Technician	60.00
Technician	54.00
Florida Licensed Asbestos Consultant	---
Industrial Hygienist	---
Industrial Hygienist Technician	---
GIS Specialist	---
CADD Operator	65.00
Senior Clerical	58.00
Clerical	45.00

If you have any questions or need any further information, please do not hesitate to contact me at 813-944-3464.

Respectfully Submitted,
AREHNA Engineering, Inc.



Jessica McRory, PE
President



Classification	Hourly Rate
Principal Engineer	\$150.00
Project Manager	\$95.00
Senior Scientist	\$85.00
Senior Engineer	\$85.00
Project Scientist	\$75.00
Project Engineer	\$75.00
Staff Scientist	\$70.00
Staff Engineer	\$70.00
Construction Manager	\$95.0
Senior Technician	\$75.00
Technician	\$65.00
Florida Licensed Asbestos Consultant	\$150.00
Industrial Hygienist	\$85.00
Industrial Hygienist Technician	\$65.00
GIS Specialist	
CADD Operator	\$75.00
Senior Clerical	\$55.00
Clerical	\$45.00

[illegible]

Our Proposal # 21602012

Schedule of Rate Values – Exhibit A

SURVEYING & MAPPING

2016

<u>SERVICE</u>	<u>HOURLY FEE</u>
Professional Engineer	\$ 195.00
Professional Surveyor & Mapper	\$ 155.00
Project Manager	\$ 125.00
Survey Crew (minimum 2 man)	Chief \$ 85.00
	Technician \$ 60.00
Survey Crew (minimum 3 man)	Chief \$ 85.00
	Technician \$ 60.00
	Helper \$ 30.00
Draftsman/CAD Technician	\$ 73.10
Administration Support	\$ 55.00

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of contract award and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. 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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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.
 - (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-

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

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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 2,000,000.00
------------------------------------	-----------------

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

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

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

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the 9TH day of August 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Professional Service Industries, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: 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 Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed five hundred thousand dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

**SECTION 13
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement,

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

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

**SECTION 14
INSURANCE COVERAGE**

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

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

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

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

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

**SECTION 17
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 18
TRUTH IN NEGOTIATIONS**

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from 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) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27
PUBLIC RECORDS

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

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

PSI

156-0008-CN

**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: Professional Service Industries, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: [Signature]
Print Name: MICHAEL ROSE NASS
Title: Deputy Secy Date: 6/24/16

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

ATTEST:
Ken Burke, Clerk of the Circuit Court

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



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: [Signature]
Office of the County Attorney

EXHIBIT A

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)

FEE SCHEDULE – 2016

Pinellas County

Consultant Services for Professional Environmental Assessment and Remediation

Activities Services

Contract No. 156-0008-CN

A. PROFESSIONAL SERVICES

Classification	Hourly Rate
Principal Engineer	\$145.00
Project Manager	\$125.00
Senior Scientist	\$105.00
Senior Engineer	\$105.00
Project Scientist	\$81.00
Project Engineer	\$81.00
Staff Scientist	\$80.00
Staff Engineer	\$80.00
Construction Manager	\$85.00
Senior Technician	\$72.00
Technician	\$67.90
Florida Licensed Asbestos Consultant	\$145.00
Industrial Hygienist	\$85.00
Industrial Hygienist Technician	\$75.00
GIS Specialist	\$80.00
CADD Operator	\$70.00
Senior Clerical	\$53.35
Clerical	\$50.00

B. TRAVEL

Field Support Vehicle (4x4 truck, van, etc.) no charge (included in hourly rates)

Travel outside of the Tampa Bay Metropolitan Statistical Area shall be billed in accordance with Florida Statutes.

EXHIBIT A

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)

FEE SCHEDULE – 2016

Pinellas County

Consultant Services for Professional Environmental Assessment and Remediation

Activities Services

Contract No. 156-0008-CN

C. ENVIRONMENTAL FIELD EQUIPMENT AND SUPPLIES

Organic Vapor Analyzer (OVA).....	\$160.00 per day
Multi-Gas Monitor (LEL)	125.00 per day
Groundwater Parameter Meters	135.00 per day
Data Logger / Pressure Transducer.....	350.00 per day
Generator (5 KW)	100.00 per day
Generator (10 KW)	150.00 per day
Sediment Coring Equipment.....	150.00 per day
Metal Detector	45.00 per day
Pump – Development / Centrifugal	55.00 per day
Pump – Peristaltic	50.00 per day
Pump – Submersible (2-inch well).....	100.00 per day
Trash Pump (2-inch)	75.00 per day
Soil Sampling Kit.....	250.00 per day
Monitor Well Installation Kit.....	265.00 per day
Hydrogeology Evaluation Kit	275.00 per day
Shallow Groundwater Sampling Kit.....	250.00 per day
Deep Groundwater Sampling Kit.....	295.00 per day
Decontamination Kit.....	55.00 per day
Surveying Equipment.....	75.00 per day
Coring Drill.....	125.00 per day
Water Level Indicator / Interface Probe.....	25.00 per day
Digital Camera	25.00 per day
In-Line Filters	55.00 each
16 oz. Sample Jars with Lids, 24/case	30.00 per case
Granular Activated Carbon Cells, 1,800 pound capacity (each).....	600.00 per week
Granular Activated Carbon Cells, 600 pound capacity (each).....	350.00 per week
Backhoe	1,050.00 per day
Handheld GPS Unit (+/- three meter accuracy)	80.00 per day
Barge / Boat Sampling Platform (8 x 8 ft)	175.00 per day
John Boat/Canoe	100.00 per day
Personal Protective Equipment (modified Level D), per man	25.00 per day
Personal Protective Equipment (Level C), per man.....	100.00 per day
Personal Protective Equipment (Level B), per man.....	150.00 per day
SCUBA Gear, per man	125.00 per day

D. CHEMICAL, ASBESTOS, LEAD, IAQ, MOLD, AND OTHER LAB SERVICES

PLM – bulk samples (>48 hr. turn around).....	\$22.00 each
Point Count Analysis	65.00 each
PCM – air samples (>48 hr. turn around)	15.00 each



EXHIBIT A

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)

FEE SCHEDULE – 2016

Pinellas County

Consultant Services for Professional Environmental Assessment and Remediation

Activities Services

Contract No. 156-0008-CN

TEM – air samples (>48 hr. turn around)	125.00 each
Air Monitoring (8-hour shift), per man.....	550.00 per day
Air Monitoring (12-hour shift), per man.....	800.00 per day
Air Quality Sampling Kit.....	175.00 per day
Ambient Air Samples (non-viable mold spore analysis)	75.00 each
Ambient Air Sample (viable mold spore analysis)	75.00 each
Wall Cavity Samples (non-viable mold spore analysis)	85.00 each
Tape/Lift Sample (non-viable mold spore analysis)	75.00 each
Swab Sample (non-viable mold spore analysis)	75.00 each
Culturable Fungi Identification and Enumeration.....	75.00 each
Total Fungal Spore Count.....	70.00 each
Temperature/Relative Humidity Data Logger	25.00 per day
Culturable Bacteria Identification and Enumeration.....	140.00 each
Allergen Evaluation (cat, dog, cockroach, etc., per species)	55.00 each
Allergen Evaluation (dust mite).....	100.00 each
Total Volatile Organic Scan (TO-15, 10 day turn-around).....	455.00 each
Aldehyde Scan	270.00 each
Formaldehyde	115.00 each
X-ray Fluorescence (XRF) equipment (lead-based paint)	250.00 per day
Lead in Air Sample	35.00 each
Lead Bulk/Chip Sample	25.00 each
Lead Wipe Sample	25.00 each
Lead TCLP Sample.....	175.00 each
Particulate Dust (silica).....	125.00 each
Ultra-Fine Particle Counter	250.00 per day
Ozone Meter.....	125.00 per day
Bioaerosol Monitor	135.00 per day
Single Stage Microbial Sampler	85.00 per day
Personal Sampling Pumps.....	85.00 per day
Drager Tube Pump	65.00 per day
Drager Tubes.....	19.00 each
Biotest Agar Strips	7.50 each
Moisture Meter.....	50.00 per day
Noise Dosimeter.....	50.00 per day
Mercury Vapor Analyzer	150.00 per day
EPA 18 (air)	175.00 each
pH.....	18.00 each
Flashpoint.....	45.00 each
TOX (EPA 450.1)	125.00 each
Hardness as CaCO ₃ (EPA 130.2)	70.00 each
Nitrogen (nitrate or nitrite).....	35.00 each
TKN	55.00 each
Ortho-phosphate.....	28.00 each



EXHIBIT A

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)

FEE SCHEDULE – 2016

Pinellas County

Consultant Services for Professional Environmental Assessment and Remediation

Activities Services

Contract No. 156-0008-CN

Total phosphate.....	59.00 each
TSS.....	28.00 each
TDS.....	28.00 each
Sulfate	32.00 each
Total Sulfide.....	95.00 each
Metals, individual (ICP/200.7/6010)	30.00 each
Mercury (7470/7471)	55.00 each
Hexavalent Chromium (7196/7197)	65.00 each
Metals, RCRA 8.....	170.00 each
Metals, RCRA 4.....	95.00 each
Metals, 13 Priority Pollutants	260.00 each
Metals, 23 Target Analyte List	445.00 each
Semi-Volatile Organic Compounds (EPA 8270; TCL list)	325.00 each
Polynuclear Aromatic Hydrocarbons (EPA 8270 or 8310)	145.00 each
Volatile Organic Aromatics (BTEX + MTBE).....	95.00 each
Volatile Organic Halocarbons (VOH or solvents).....	105.00 each
Volatile Organic Compounds (EPA 8260; VOA + VOH).....	145.00 each
Volatile Organic Compounds (EPA 8260; TCL list).....	225.00 each
BTEX, MTBE, Naphthalene	105.00 each
EDB	75.00 each
Organochlorine Pesticides (EPA 8081)	130.00 each
Organophosphorus Pesticides (EPA 8141 or 8270).....	165.00 each
Triazine Pesticides (EPA 8270)	160.00 each
PCB's (EPA 8082).....	105.00 each
Herbicides (EPA 8151 or 8321).....	190.00 each
FL-PRO.....	115.00 each
TRPH Working Group (speciation)	325.00 each
1,4-Dioxane (water only).....	140.00 each
Full TCLP	860.00 each
TCLP/SPLP Extraction Fee (standard or ZHE)	70.00 each
TCLP/SPLP Metals (RCRA 8)	170.00 each
TCLP/SPLP Volatiles (EPA 8260).....	225.00 each
TCLP/SPLP Semi-Volatiles (EPA 8270; BNA only).....	325.00 each
TCLP/SPLP Pesticides (EPA 8081)	130.00 each
TCLP/SPLP Herbicides (EPA 8151 or 8321).....	190.00 each
NPDES Table 4.....	475.00 each
Ignitability.....	45.00 each
Reactivity (Total Cyanide and Sulfide)	95.00 each
Corrosivity (pH).....	35.00 each
Pre-burn (VOH, FL-PRO, 4 metals)	275.00 each
Full Priority Pollutant List (excluding asbestos, dioxins, furans).....	900.00 each
Ellutriate Test Prep Fee.....	525.00 each



EXHIBIT A

PROFESSIONAL SERVICE INDUSTRIES, INC. (PSI)

FEE SCHEDULE – 2016

Pinellas County

Consultant Services for Professional Environmental Assessment and Remediation

Activities Services

Contract No. 156-0008-CN

E. ENVIRONMENTAL DRILLING SERVICES

Mobilization.....	\$250.00 per event
Geoprobe (or equivalent) Drilling Rig (2-man crew)	1,825.00 per day
Well Permit	65.00 each
Shallow Monitor Well (1/2, 3/4, or 1-inch diameter, 15 ft ±).....	225.00 each
Monitor Well Pad and Completion (flush-mounted)	175.00 each
Well Completion with 4-inch Protective Steel Casing (above-grade) and Pad	205.00 each
Well Abandonment (≤2-inch diameter)	10.00 per foot
55-gallon Steel Drum	65.00 each
Well Development/Decontamination (2-man crew)	165.00 per hour
Permitting and Well Completion Report Processing	65.00 per hour

Truck-Mounted Drill Rig:

- Mobilization.....	\$400.00 per project
- Power Auger Borings	9.00 per linear foot (L.F.)
Standard Penetration Test (SPT) Borings	
- (0 - 50' Depths)	\$11.00 per L.F.
Extra Split Spoon Samples	
- (0 - 50' Depths)	30.00 each
Well Installation, Piezometer, Observation Well (2-inch diameter)	
- (0 - 25' Depths)	37.00 per L.F.
- (25 - 50' Depths)	45.00 per L.F.

F. SUB-CONSULTANT SERVICES

Overhead and Operating Mark-Up for Sub-Consultant Services	0 % (none)
--	------------

NOTES:

1. *Personnel rates are billed on a portal to portal basis.*
2. *Direct-push (Geoprobe or equivalent) daily rate does not include difficult access, interior drilling, off-shore or barge-mounted drilling.*
3. *Maximum depth for direct-push depends on site conditions and is generally less than 20 feet.*
4. *Other services not listed will be quoted on a per project basis and shall be approved by the Pinellas County Project Manager or designated contact.*



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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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.
 - (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-

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

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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 2,000,000.00
------------------------------------	-----------------

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

- (5) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
 - 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
 - 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the 9th day of August, 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and S&ME, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: 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 Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed five hundred thousand dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from 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) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

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

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: S&ME, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Lawrence J. Maron*
Print Name: Lawrence J. Maron
Title: Principal Engineer Date: 6/27/16

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

ATTEST:
Ken Burke, Clerk of the Circuit Court

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



(CORPORATE SEAL)

APPROVAL AS TO FORM:

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



Exhibit “A”

See the following Fee Schedules

Prime
S&ME, Inc.

Subconsultants
Littlejohn Engineering Associates, Inc.
Baker Barrios Architects
McCarthy and Associates, Inc.
Griner Engineering, Inc.
SurvTech Solutions, Inc.

S&ME, INC.

Schedule of Rate Values for *Pinellas County Purchasing Department*

Professional Environmental Assessment and Remediation Activities Services
Contract No.: 156-0008 (CN)

Classification	Hourly Rate
Principal Engineer	185
Project Manager	165
Senior Scientist	135
Senior Engineer	135
Project Scientist	115
Project Engineer	115
Staff Scientist	95
Staff Engineer	95
Construction Manager	115
Senior Technician	75
Technician	65
Florida Licensed Asbestos Consultant	169.75
Industrial Hygienist	105
Industrial Hygienist Technician	83.33
GIS Specialist	115
CADD Operator	75
Senior Clerical	65
Clerical	55



ORLANDO

189 S. ORANGE AVE.

SUITE 1700

ORLANDO, FLORIDA

32801

407.926.3000

6A3002981 | LC26000427

COMMERCIAL

CORPORATE

EDUCATION

ENTERTAINMENT

HEALTHCARE

HOSPITALITY

INDUSTRIAL

MIXED-USE

RESIDENTIAL

RETAIL

Classification

Hourly Rate

Project Manager	155
Project Engineer	119.35

Other Classifications

Hourly Rate

Principal	250
Sr. Project Manager	190
Sr. Architect	190
Sr. Designer	190
Sr. CADD	155
Architect	155
Administrative Support	95
Drafter	90

ARCHITECTURE + INTERIOR DESIGN + PLANNING + LANDSCAPE ARCHITECTURE

BAKERBARRIOS.COM



SCHEDULE OF HOURLY RATES

Classification	Hourly Rate
Project Manager	165
Senior Engineer	152.65
Project Scientist	114.40
Project Engineer	119.60
Staff Scientist	96.60
Staff Engineer	98.70
Technician	71.10
CADD Operator	72.90
Clerical	58.10

Other Classifications	Hourly Rate
Principal	270
Sr. Project Manager	180
Sr. Landscape Architect	215
Sr. Planner	215
Staff Landscape Architect	105
Staff Planner	105
Registered Land Surveyor	150
Survey Manager	150
Two Man Survey Crew	175
GPS Equipped Crew	150
GIS Technician	115
CADD	90

Classification	Hourly Rate
Principal Engineer	181.10
Construction Manager	110
Clerical	55

Other Classifications	Hourly Rate
Structural Designer	140
Forensic Engineer	175



GRINER ENGINEERING, INC.

1628 FIRST AVENUE NORTH
ST. PETERSBURG, FLORIDA 33713

PHONE: (727) 822-2335
FAX: (727) 821-3361

Classification

Hourly Rate

Principal Engineer	125
Project Manager	95
Project Engineer	75
CADD Operator	50
Clerical	40

Other Classifications

Hourly Rate

Sr. Designer	80
Designer	65



SURVTECH SOLUTIONS, INC.

10220 U.S. HIGHWAY 92 EAST
TAMPA, FLORIDA 33610
FLORIDA LICENSED BUSINESS NO. 7340

PHONE: 813-621-4929

FAX: 813-621-7194

Web: www.survtechsolutions.com

Other Classifications	Hourly Rate
Principal	270
Sr. Project Manager	180
Sr. Landscape Architect	215
Sr. Planner	215
Staff Landscape Architect	105
Staff Planner	105
Registered Land Surveyor	150
Survey Manager	150
Two Man Survey Crew	175
GPS Equipped Crew	150
GIS Technician	115
CADD	72.90

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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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.
 - (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-

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

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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 2,000,000.00
------------------------------------	-----------------

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

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

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

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

TABLE OF CONTENTS

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

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES FOR
REAL ESTATE MANAGEMENT Department**

THIS AGREEMENT, entered into on the 9th day of August 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Terracon Consultants, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Real Estate Management Department requires **PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES** associated with environmental assessment and remediation activities on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENVIRONMENTAL AND ENGINEERING SERVICES requisite to the management needs of the COUNTY Real Estate 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

- Phase I and II Environmental Site Assessments
- Asbestos and Lead-based Paint Surveys
- Surface Water, Groundwater, and Soil Investigations
- Development of Quality Assurance Project Plans
- Geotechnical Investigations
- Surface Stormwater Evaluations
- Site Surveys
- Remedial Investigation
- Environmental Permitting (NPDES, ERP etc.)
- Preparation of FDEP Brownfields Documents (VCTC applications, BSRAs, Brownfields Designations)
- Representation at Meetings with Federal and State Regulators

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 Real Estate Management 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 require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: 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 Real Estate Management or Designee who is a COUNTY employee.
- B. The CONSULTANT'S Performance Schedule for any authorized Work Assignments shall be established upon the COUNTY's acceptance and approval of a detailed schedule to be submitted, by the CONSULTANT, prior to each assignment.

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed five hundred thousand dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit.

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

SECTION 8 WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term; thus Work assignments require approval to form by the **Pinellas County Attorney's office** and authorization by an approved purchase order.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

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

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

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

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

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

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

23.1 This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years from 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) year term. However, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

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

SECTION 27 PUBLIC RECORDS

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

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

SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION

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

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

Firm Name: Terracon Consultants, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Donald J. Vrana

Title: Treasurer/CFO Date: 6/27/16

B3L

By: 

Chairman

Date: 8-9-16

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: 8-9-16



APPROVAL AS TO FORM:

By: 

Office of the County Attorney



Classification	Hourly Rate
Principal Engineer	179.00
Project Manager	178.00
Senior Scientist	145.00
Senior Engineer	152.00
Project Scientist	115.00
Project Engineer	120.00
Staff Scientist	97.00
Staff Engineer	99.00
Construction Manager	129.00
Senior Technician	90.00
Technician	65.00
Florida Licensed Asbestos Consultant	168.00
Industrial Hygienist	117.00
Industrial Hygienist Technician	84.00
GIS Specialist	118.00
CADD Operator	75.00
Senior Clerical	65.00
Clerical	55.00

Other Classifications	Hourly Rate



Exhibit A
Schedule of Rate Values
Professional Environmental and Engineering Services
Environmental Assessment and Remediation Activities

FIELD EXPLORATION / IN-HOUSE DRILLING SERVICES

Drill Rig Mobilization	\$350.00	/project
Access/Decontamination	\$155.00	/hour
Standby/General Labor	\$155.00	/hour
SPT Boring		
0 - 50 feet Depth Range	\$ 12.00	/foot
51 - 75 feet Depth Range	\$ 13.00	/foot
76 - 100 feet Depth Range	\$ 15.00	/foot
Temporary Casing		
0 - 50 feet Depth Range	\$ 7.00	/foot
51 - 75 feet Depth Range	\$ 8.00	/foot
76 - 100 feet Depth Range	\$ 9.00	/foot
Borehole Grouting (4-inch diam. boring)		
0 - 50 feet Depth Range	\$ 6.00	/foot
51 - 75 feet Depth Range	\$ 7.00	/foot
76 - 100 feet Depth Range	\$ 8.00	/foot
Soil Sampling:		
Undisturbed	\$ 75.00	/smpl
Monitor Well Installation - 2" dia. PVC		
0 - 20 feet Depth Range	\$ 31.00	/foot
21 - 50 feet Depth Range	\$ 35.00	/foot
51 - 75 feet Depth Range	\$ 38.00	/foot
Monitor Well Installation - 4" dia. PVC		
0 - 20 feet Depth Range	\$ 39.00	/foot
21 - 50 feet Depth Range	\$ 28.00	/foot
51 - 75 feet Depth Range	\$ 46.00	/foot
Monitor Well Installation (rock surcharge)	\$ 12.00	/foot
Monitor Well Surface Improvements		
2'x2' Well Pad	\$150.00	/well
4"x4"x5' Steel Locking Shroud	\$147.50	/well
6"x6"x5' Steel Locking Shroud	\$190.00	/well
8" Flush Shroud	\$ 80.00	/well
4" dia. Protective posts (materials)	\$ 60.00	/post
Geoprobe Drilling		
Drill Rig Mobilization	\$350.00	/project
Soil Probe Drilling		
Geoprobe Drill Rig	\$2200.00	/day
Standby/General Labor	\$155.00	/hour
Pre-Pack Filter Pack Wells (direct-push installed)		
Pre-Packed Well Screen (1-inch diam.)	\$120.00	/10' section
Pre-Packed Well Screen (2-inch diam.)	\$180.00	/10' section
PVC Riser (1-inch diam.)	\$ 2.00	/foot
PVC Riser (1-inch diam.)	\$ 3.00	/foot
Drilling Supplies		
Soil Sample Liners - Macro Core	\$ 2.50	/ea
Poly Tubing	\$ 1.00	/foot
Expendable Points	\$ 20.00	/ea
Bentonite - 50 lb bag	\$ 30.00	/ea



Exhibit A
Schedule of Rate Values
Professional Environmental and Engineering Services
Environmental Assessment and Remediation Activities

EQUIPMENT RENTAL AND SUPPLIES

Equipment Rental

High Pressure Washer	\$ 79.00	/day
Steam Cleaner	\$130.00	/day
Air Compressor	\$ 79.00	/day
Generator	\$ 85.00	/day
Jackhammer - Electric	\$ 95.00	/day
Jackhammer - Air	\$ 65.00	/day
Photoionization Detector	\$ 90.00	/day
Oil/Water Interface Probe	\$ 55.00	/day
Electric Water Level Indicator	\$ 45.00	/day
Coring Maching	\$ 85.00	/day
Core Barrel Usage	\$ 2.00	in/in
Peristaltic Pump	\$ 50.00	/day
Hydrocarbon Skimmer Pump - Self Leveling	\$200.00	/wk
Sampling supplies	\$ 45.00	/ea.

Supplies

Bailers	\$ 12.00	/ea
Petroleum Absorbent Booms	\$ 65.00	/ea
Reconditioned Drums	\$ 65.00	/ea

IH Equipment Rental

Q-Trak	\$100.00	/day
Moisture Meter	\$ 25.00	/day
Infrared Camera	\$100.00	/day
Microbial Air Sampler	\$ 50.00	/day
Air Sampling Pump	\$ 25.00	/day
Rotometer	\$ 5.00	/day
Asbestos Air Cassettes	\$ 4.00	/each
AiroCell Cassettes	\$ 4.00	/each
Anderson Sampling Kit	\$100.00	/day

LABORATORY TESTING

Atterberg Limits - One Point Method	\$ 65.00	/ea
Atterberg Limits - Three Point Method	\$ 75.00	/ea
Particle Size Analysis (2 in. - #200)	\$ 55.00	/ea
Particle Size Analysis (1/4" - #200)	\$ 55.00	/ea
Particle Size Analysis (Hydrometer)	\$ 85.00	/ea
Organic Content	\$ 50.00	/ea
Moisture Content	\$ 15.00	/ea
#200 Wash	\$ 65.00	/ea



Classification	Hourly Rate
Principal Engineer	
Project Manager	
Senior Scientist	
Senior Engineer	
Project Scientist	
Project Engineer	
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	90
CADD Operator	
Senior Clerical	
Clerical	

Other Classifications	Hourly Rate
Principal Geophysicist	160
Senior Geophysicist	132
Geophysical Technician	60
Project Geophysicist	99
General Field Technician	40
CADD Operator	83
Clerical	50



TERRACON - Pinellas County Environmental Drilling Rates

ATI Prop #21602012

18-Feb-2016

PAY ITEM	DESCRIPTION	UNIT OF MEASURE	CONTRACTED ITEM PRICE
1.	OFFICE ACTIVITIES		
1-1.	File Review	Per Review	\$275.00
1-2.	Site Health & Safety Plan	Per Site	\$165.00
1-4.	Permit Fees (actual fee only, cost to obtain permit is included in	Reimbursable*	
1-7.	6% Handling Fee for Cost Reimbursable Items	% Surcharge	
2.	FIELD ACTIVITIES - GENERAL		
2-1.	Site Reconnaissance/Field Measurement Visit	Per Visit	\$550.00
2-4.	Contractor Oversight for Non-Price Schedule Activities	Per Day	\$825.00
3.	MOBILIZATION		
3-7.a.	DPT Rig and Support Vehicles Mobilization - ≤ 100 miles each way	Per Round Trip	\$440.00
3-8.a.	DPT Rig and Support Vehicles Mobilization - > 100 miles each way	Per Round Trip	\$550.00
3-9.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - ≤ 100 miles each way	Per Round Trip	\$522.50
3-10.a.	Drill Rig and Support Vehicles Mobilization (hollow stem auger, mud rotary or sonic) - > 100 miles each way	Per Round Trip	\$660.00
4.	MEALS AND LODGING		
	Per Diem - For travel > 1 consecutive day (prorated in quarter day increments in accordance with 112.061, F.S.) - Travel Voucher		
4-1.a.	required and quoted rate should be per person per day	Per Person, Per Day	\$123.20

4-1.b.	Per Diem - Contractor travel for specific meetings or legal proceedings required by Department (hotel and meals may be paid	Reimbursable*	
5.	DRILLING AND BORING		
5-1.a.1.	Split Spoon Sampling – 2 foot (during boring) < 50 feet	Per Spoon	\$22.00
5-1.a.2.	Split Spoon Sampling – 2 foot (during boring) 50 to 100 feet	Per Spoon	\$30.80
5-1.a.3.	Split Spoon Sampling – 2 foot (during boring) > 100 feet	Per Spoon	\$39.60
5-2.	Hand Auger Boring ≤ 10 foot total depth	Per Boring	\$110.00
5-3.a.	Direct Push Technology (DPT) Rig and Equipment DPT Membrane Interface Probe (MIP) Equipped with PID and ECD	Full Day	\$1,430.00
5-5.a.	(add-on cost to DPT base rate)	Full Day	\$1,320.00
5-6.	HSA or MR Boring, ≤ 6 inch diameter, < 50 foot total depth	Per Foot	\$19.80
5-7.	HSA or MR Boring, ≤ 6 inch diameter, 50 to 100 foot total depth	Per Foot	\$30.80
5-8.	HSA or MR Boring, ≤ 6 inch diameter, > 100 foot total depth	Per Foot	\$38.50
5-9.	HSA or MR Boring, > 6 to 10 inch diameter, < 50 foot total depth	Per Foot	\$44.00
6.	WELL INSTALLATION		
6-1.	Well Installation - 1 inch diameter	Per Foot	\$29.70
6-2.a.	Well Installation - 2 inch diameter (vertical)	Per Foot	\$31.90
6-2.b.	Well Installation - 2 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$44.00
6-3.a.	Well Installation - 4 inch diameter (vertical)	Per Foot	\$38.50
6-3.b.	Well Installation - 4 inch diameter (horizontal, by trenching, not directional drilling)	Per Foot	\$49.50
6-4.	Well Installation - 6 inch diameter	Per Foot	\$71.50
6-5.	Surface Casing - 6 inch diameter	Per Foot	\$39.60
6-6.	Surface Casing - 8 inch diameter	Per Foot	\$44.00
6-9.a.	Additional Well Screen > 20 feet - 1 inch diameter	Per Foot	\$8.80
6-9.b.	Additional Well Screen > 20 feet - 2 inch diameter	Per Foot	\$13.20
6-9.c.	Additional Well Screen > 20 feet - 4 inch diameter	Per Foot	\$33.00
6-9.d.	Additional Well Screen > 20 feet - 6 inch diameter	Per Foot	\$44.00
6-10.	Above Grade Well Completion w/bollards	Per Well	\$583.00
6-11.	Installation of Well Vault - 2 x 2 x 2 foot	Per Vault	\$715.00
6-12.	Installation of Well Vault - 4 x 4 x 2 foot	Per Vault	\$880.00

6-13.	Well Redevelopment	Per Well	\$137.50
7.	WELL ABANDONMENT		
7-1.	Grout and Abandon Well, 1 to 2 inch diameter	Per Foot	\$6.60
7-2.	Grout and Abandon Well, > 2 to 4 inch diameter	Per Foot	\$8.80
7-3.	Grout and Abandon Well, > 4 to 6 inch diameter	Per Foot	\$11.00
7-4.	Grout and Abandon Well, > 6 inch diameter	Per Foot	\$16.50
7-5.	Removal of Well Vault - 2 x 2 x 2 foot	Per Vault	\$385.00
7-6.	Removal of Well Vault - 4 x 4 x 2 foot	Per Vault	\$550.00
7-7.	Removal of Well Pad and Manhole (no bollards)	Per Well	\$275.00
14.	IN-SITU INJECTION		
14-1.	Direct Push Boring with In-Situ Injection	Per Foot	\$30.80
14-2.	In-Situ Injection Into Existing Well/Treatment Point	Per Injection Point	\$22.00
14-3.	Materials to be Injected	Reimbursable*	

Ambient Technologies, Inc. - GeoView, Inc.

Geophysical Services - Rate Schedule - Prop.#21602012

SIN(s) Proposed	Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
899 10	GPR System w/ 1 Antenna	Mala or GSSI	\$ 187.00	day
899 10	GPR System w/ 2 or more Antenna	Mala or GSSI	\$ 236.50	day
899 10	Geode 24-Channel Seismic System with Geophones	Geometrics	\$ 275.00	day
899 10	Geode 48-Channel Seismic System with Geophones	Geometrics	\$ 302.50	day
899 10	Ballard Crosshole Seismic System	Ballard	\$ 275.00	day
899 10	Electromagnetics (EM-31 MK2)	Geonics	\$ 110.00	day
899 10	Electromagnetics (EM-34)	Geonics	\$ 132.00	day
899 10	Electromagnetics (EM-61 MK2)-TDEM	Geonics	\$ 132.00	day
899 10	Magnetometer (Cesium Vapor 859)	Geometrics	\$ 110.00	day
899 10	R8 56-Channel Electrical Resistivity Imaging System	AGI	\$ 385.00	day
899 10	R8 112-Channel Electrical Resistivity Imaging System	AGI	\$ 660.00	day
899 10	DC Resistivity Testing System (large)	AGI	\$ 220.00	day
899 10	DC Resistivity Testing System (small)	L&R	\$ 55.00	day
899 10	Metal Detector	Schoenstedt	\$ 22.00	day
899 10	Pile Integrity Tester	Pile Dynamics	\$ 137.50	day
899 10	Sonic Cross-Hole Logging System	Olson Instruments	\$ 330.00	day
SIN(s) Proposed	Support Product (ODC's)	Brand Name	Commercial Price List (CPL) OR Market Prices	Unit of Issue (e.g. Hour, Task, Sq Ft)
899 10	Spectral Analysis of Surface Waves (SASW) System	Olson Instruments	\$ 275.00	day
899 10	Ultra-Sonic Pulse Velocity System	Olson Instruments	\$ 275.00	day
899 10	Slab Impulse Response System	Olson Instruments	\$ 110.00	day
899 10	Electronic Utility Locator	RadioDetection	\$ 55.00	day
899 10	EM Rebar Detector	Profometer	\$ 38.50	day
899 10	Vacuum Excavation System w/ Compressor	Utiliscope VE-75	\$ 495.00	day
899 10	Floor level Survey Equipment	ZIP Level	\$ 22.00	day
899 10	Global Positioning Systems (GeoXH)	Trimble	\$ 82.50	day
899 10	Sub-Bottom Profiler (3200 System with 216 Towfish)	Edgetech	\$ 385.00	day
899 10	Bathymetric Profiler (Echotrac CVM	Odem	\$ 125.00	day

899 10	Field Vehicle	Nissan	\$ 0.62	Mile
899 10	All Terrain Vehicle	Kawasaki (Mule)	\$ 110.00	Day
89910	Marine Navigation and Comm Software Package	Hypack	\$ 137.50	Day
899 10	Fresh-Water/Near-Shore Power Boat w/ trailer	Carolina Skiff (17 ft)	\$ 275.00	Day
899 10	Pipeline Video Inspection-push camera	RadioDetection	\$ 110.00	Day
899 10	Infared Video Camera (T400)	FLIR	\$ 137.50	Day
899 10	In-Situ Thermal Conductivity Testing (FTN01)	Huxseflux	\$ 220.00	Day
899 10	Minimate Plus Vibration and Overpressure Monitor system	Instantel	\$ 385.00	week

Terracon Exhibit A

Professional Environmental Assessment and Remediation Activities Services

Pace Analytical Services is pleased to present our preferred client price list. We believe it will service as a useful tool in estimating your projects' analytical costs. However, we encourage you to contact Pace Analytical directly for each individual project. Considering all aspects of your project, our marketing, project management, and technical personnel can provide you with a cost effective quotation based on your specific project scope and the appropriate analytical protocol. In addition, we will work with you to define and understand your expectations prior to the start of the project. During the course of your project, we will monitor the lab activities and provide feedback to you. It is our belief that diligent project setup, good communication, and attentive maintenance activities will ensure the success of your project

The Pace Analytical nationwide system of laboratories offers quality technical data delivered on time with exceptional client service. Pace Analytical continues to be actively engaged in the evolution of the environmental industry by investing both time and money into our people, instrumentation, and quality control measures. Our philosophy at Pace Analytical, as it has always been, is to provide clients with the standards of service they require and deserve. It is a philosophy dedicated to providing:

Uncompromising Quality

Service Responsive to Client's Needs

A Single Source of Comprehensive Services

All Prices include:

- a) Overnight return shipping for shipments containing >\$500 of samples to Pace per project
- b) Free pickup up via Pace Courier if within current Pace Courier route.
- c) Containers, preservatives, coolers, labels, chain-of-custody forms, except summa cans, tedlar bags, terracore kits, and encore sample containers
- d) Standard Electronic Deliverables via disk or email

Effective through December 31, 2010

ORGANICS	Price
----------	-------

Gas Chromatography / Mass Spectrometry

Volatile Organic Compounds (VOCs)	EPA 8260	\$75
Volatile Organic Compounds (VOCs)	EPA 624	\$75
Short List VOCs (<15 compounds)	EPA 8260	\$70
Terracore Kits (for VOC sampling)	N/A	\$12
Encore Sampling Kits	N/A	\$8
Semivolatiles Organics (full list SVOCs)	EPA 8270	\$160
Polynuclear Aromatic Hydrocarbons (PAH) (low level, water)	EPA 8270SIM	\$77
Polynuclear Aromatic Hydrocarbons (PAH) (low level, soil)	EPA 8270SIM	\$77
Semivolatiles Organics (full list SVOCs + PAH, low level)	EPA 8270/8270SIM	\$230

Gas Chromatography (GC)

Organochlorine Pesticides	EPA 8081	\$110
Organophosphorous Pesticides (Subcontracted within Pace)	EPA 8141	\$125
Polychlorinated Biphenyls (PCBs)	EPA 8082	\$60
Herbicides (subcontracted within Pace)	EPA 8151	\$140

PETROLEUM HYDROCARBONS / UST ANALYSES	Price
---------------------------------------	-------

BTEX	EPA 8260	\$25
BTEX/MTBE	EPA 8260	\$25
BTEX/MTBE/Naphthalene	EPA 8260	\$30
BTEX/MTBE/Naphthalene/12DCA	EPA 8260	\$35
BTEX + 1 Oxygenate	EPA 8260	\$30
BTEX + 2 Oxygenates	EPA 8260	\$35
BTEX + 3 - 5 Oxygenate	EPA 8260	\$60
BTEX/GRO	EPA 8260	\$28
Gasoline Range Organics (TPH-GRO) [C6-C10]	EPA 8015M	\$42
Gasoline Range Organics - Ohio (TPH-GRO-OH) [C6-C12]	EPA 8015M	\$45
MT VPH	VPH	\$85
MO GRO	EPA 8260	\$40
MADEP VPH	MADEP	\$85
WIGRO	WIGRO	\$35
Diesel Range Organics (TPH-DRO) [C10-C28]	EPA 8015M	\$33
Diesel Range Organics - Ohio (TPH-OH) [C10-C20, C21-C34]	EPA 8015M	\$45
CT EPH	EPH	\$150
MT EPH Screen	EPH	\$70
MO DRO	EPA 8270	\$70
MADEP EPH	MADEP	\$150
Tennessee - EPH (TN-EPH) [C12-C40]	TN-EPH	\$85
WIDRO	WI DRO	\$45
Extended Range Organics (TPH-ERO) [C10-C36]	EPA 8015M	\$65
Methane, Ethane, Ethene	SM3810	\$75
Oil & Grease	EPA 1664	\$40
Oil & Grease (With Silica Gel Clean Up)	EPA 1664	\$60

Corrosivity (pH)	EPA 9045	\$16
Reactive Cyanide	EPA 7.3.3.2	\$45
Reactive Sulfide	EPA 7.3.4.2	\$45

RCRA HAZARDOUS WASTE		Price
Ignitability of Solids	EPA 1030	\$75
Ignitability/Flashpoint (closed-cup)	EPA 1010	\$50
Paint Filter Liquids Test	EPA 9095	\$15
VOCs - Wastewater	EPA 624	\$120
SVOCs - Wastewater (Subcontracted within Pace)	EPA 625	\$225
Pesticides / PCBs - Wastewater (Subcontracted within Pace)	EPA 608	\$130
TCLP Leachate	1311	\$35
TCLP Zero Headspace	1311	\$35
TCLP Lead only (includes leachate)	EPA 1311/6010	\$47
TCLP RCRA Metals (includes leachate)	EPA 1311/6010/7470	\$95
TCLP Benzene (includes leachate)	EPA 1311/8260	\$60
TCLP Volatiles (includes leachate)	EPA 1311/8260	\$105
TCLP Semi-Volatiles (includes leachate)	EPA 1311/8270	\$195
Full TCLP w/ Pests & Herbs (includes leachate)	EPA Methods	\$619

METALS	Price
---------------	--------------

INDIVIDUAL METALS by ICP (Inductively Coupled Plasma) EPA 6010B/ 200.7

Metal Analysis (First Metal)		\$12
Each Additional Metal		\$6
Aluminum (Al)	Cobalt (Co)	Selenium (Se)
Antimony (Sb)	Copper (Cu)	Silicon (Si)
Arsenic (As)	Iron (Fe)	Silver (Ag)
Barium (Ba)	Lead (Pb)	Sodium (Na)
Beryllium (Be)	Magnesium (Mg)	Tin (Sn)
Boron (B)	Manganese (Mn)	Thallium (Tl)
Cadmium (Cd)	Molybdenum (Mo)	Titanium (Ti)
Calcium (Ca)	Nickel (Ni)	Vanadium (V)
Chromium, total (Cr)	Potassium (K)	Zinc (Zn)
Hexavalent Chromium (Cr VI), water	SW 7196, SM4500-Cr-D	\$35
Hexavalent Chromium (Cr VI), soil	SW 7196, SM4500-Cr-D	\$65
Mercury (Hg)	EPA 7470A/7471	\$18
INDIVIDUAL METALS by ICP/MS EPA	6020/200.8	\$18
Each Additional Metals ICP/MS		\$12

Package Metals

Priority Pollutant Metals -Soils (13)	EPA 6010B/7471	\$102
(Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn)		
RCRA Metals (8)	EPA 6010B/7470-7471	\$60
(As, Ba, Cd, Cr, Pb, Hg, Se, Ag)		
TAL Metals (23)	EPA 6010B/7470	\$172

DRINKING WATER ANALYSES		Price
-------------------------	--	-------

Organics - Gas Chromatography

EDB/DBCP by Microextraction	504.1	\$45
Nitrogen & Phosphorus Pesticides	507	\$140
Chlorinated Pesticides & PCBs	508.1	\$120
Chlorinated Herbicides	515.3	\$160
Haloacetic Acids	552.2	\$140

Organics - Mass Spec trometrty

Purgeable Organics	524.2	\$140
Trihalomethanes (THMs)	524.2	\$68
Base-Neutral/Acid Extractables	525.2	\$180
Endothall	548.1	\$120

Organics - High Pressure Liquid Chromatography (HPLC)

Carbamate Pesticides	531.1	\$100
Glyphosphate	547	\$80
Diquat or Paraquat	549.2	\$120

Inorganics - Metals by Method

Pb	SM 3113B	\$30
Mercury - Cold Vapor	245.1	\$32
Al, As, Ba, Be, Cd, Ca, Cr, Cu, Fe, Mg, Mn, Ni, K, Ag, Na, Zn	ICP/OES (per metal) 200	\$12
Al, Sb, As, Ba, Be, Cd, Cr, Cu, Pb, Mn, Ni, Se, Ag, Tl, Zn	200.8*	\$12
Turbidity / Digestion	*Preparation	\$12

WET CHEMISTRY / INORGANIC ANALYSIS	Water		Soil	
------------------------------------	-------	--	------	--

Acidity	SM 2310B	\$15	EPA 305.1	\$20
Alkalinity	SM 2320B	\$15	EPA 310.1	\$20
Biochemical Oxygen Demand (BOD) (Subcontracted outside Pace)	SM 5210B	\$35	n/a	
CBOD (Subcontracted outside Pace)	SM 5210B	\$35	n/a	
Chloride	4500-CLE	\$15	EPA 325.2	\$20
Chlorine, Total Residual	4500-CLG	\$20	n/a	
Chemical Oxygen Demand (COD)	EPA 410.4	\$25	n/a	
Conductivity (Specific Conductance)	EPA 120.1	\$16	n/a	
Cyanide, amenable	4500 CN-G	\$55	EPA 335.4	\$60
Cyanide, free	4500 CN-E	\$30	EPA 9213	\$35
Cyanide, total	4500 CN-E	\$30	EPA 335.4	\$35
Ferrous Iron	SM3500-Fe-D	\$25	n/a	
Fluoride	EPA 30	\$25	EPA 340.2	\$30
Hardness, total	EPA 130.2	\$15	n/a	
Hydrogen Sulfide	SM4500-S	\$35	n/a	
Nitrogen, Ammonia	EPA 350.1	\$20	EPA 350.1-2	\$25
Nitrogen, Nitrate	EPA 353.2	\$20	EPA 353.2	\$25
Nitrogen, Nitrite	EPA 353.2	\$20	EPA 353.2	\$25
Nitrogen, Nitrate+Nitrite	EPA 353.2	\$20	EPA 353.2	\$25
Nitrogen, Total Kjeldahl (TKN)	EPA 351.2	\$25	EPA 351.2	\$30
Oxidation-Reduction Potential (REDOX)	n/a		SM2580B	\$25
Oxygen, Dissolved	SM4500-O G	\$15	n/a	
pH	4500 H+B	\$12	EPA 9045	\$17
Phenol (4aap)	EPA 420.2	\$30	EPA 420.2	\$35

Phosphorus, Ortho	EPA 365.2	\$20	EPA 365.2	\$25
Phosphorus, Total	EPA 365.2	\$30	EPA 365.2	\$35
Resistivity	n/a		AASHTO-288	\$30
Solids, Total (TS)	EPA 160.3	\$15	n/a	
Solids, Total Dissolved (TDS)	2540 C	\$15	n/a	
Solids, Total Suspended (TSS)	2540 D	\$15	n/a	
Sulfate	EPA 375.4	\$20	EPA 375.4	\$25
Sulfide	4500 S2E	\$20	n/a	
WET CHEMISTRY / INORGANIC ANALYSIS		Water		Soil
Sulfite	4500-SO3	\$20	n/a	
TOC (Subcontracted within Pace)	5310C	\$40	EPA 9060M	\$60
TOC - Walkley Black (Subcontracted within Pace)	n/a		Walk.-Black.	\$60
TOX / EOX (Subcontracted outside Pace)	EPA 1650	\$160	EPA 1650	\$160
Turbidity	EPA 180.1	\$15	n/a	

***Non-Standard Wet Chemistries may be available on a per project bases. Contact your Pace Representative for details.*

AIR TOXICS Price

INDUSTRIAL HYGIENE - PERSONAL / PERIMETER MONITORING

Prices include cost of sampling media. Mandatory Method Blanks are considered a billable unit. Contact Pace Project Manager for sampling details.

Metals

Metals in Air (one metal)	NIOSH 7300	\$35
each additional metal	NIOSH 7300	\$10
Hexavalent Chromium	NIOSH 7600	\$45
Mercury	NIOSH 6009	\$35
Metals in Air - Hi Volume Sampler (one metal)	40CFR-Pt50 Appendix G	\$35
each additional metal	40CFR-Pt50 Appendix G	\$10

GC / GCMS Methods

Aromatic Hydrocarbons (BTEX Compounds Only)	NIOSH 1501	\$75
PCBs	NIOSH 5503	\$90
Vinyl Chloride	NIOSH 1007	\$85
VOCs - Passive Monitor Analysis (one compound)	OSHA 07M	\$75
each additional VOC compound	OSHA 07M	\$15
VOCs - Charcoal Tube Analysis (one compound)	OSHA 07M	\$50
each additional VOC compound	OSHA 07M	\$15

Particulate Matter

Nuisance Dust	NIOSH 0500	\$30
Respirable Dust	NIOSH 0600	\$30
PM-10 Emissions	40CFR-Pt50 Appendix J	\$30
Total Suspended Particulates	40CFR-Pt50 Appendix K	\$30

LANDFILL GAS / AMBIENT AIR METHODS

Landfill Gas: (Price does not include sampling media)

Permanent Gases:Methane, O2, CO2, N2, CO (GC/TCD/FID)	3C	\$75
Methane, Ethane, Ethene, Propane (GC/FID)	3810M	\$75
Methane only (GC/FID)	3810M	\$60

Air Toxics (Ambient Air): (Price does not include sampling media)

Volatile Organic Compounds (BTEX Compounds only) (GC/FID)	TO-3	\$60
Organochlorine Pesticides and PCB's (GC/ECD)	TO-4	\$185
Pesticides or PCB's separately (GC/ECD)	TO-4	\$140
Dioxin & Furan PCDD/PCDF (HRGCMS)	TO-9	\$720
Organochlorine Pesticides and PCB's (low vol. sampling/GC/ECD)	TO-10	\$180
Pesticides or PCB's separately (low volume sampling/GC/ECD)	TO-10M	\$140

Polynuclear Aromatic Hydrocarbons (GC/MS SIM)(need PUF + hi-vol sampler)*	TO-13	\$162
Volatile Organic Compounds (standard list-39 cmpds; summa can/bag)(GC/MS)	TO-14	\$180

AIR TOXICS		Price
Reduced List 1-5 Analytes (\$5 each add'l, up to 15 max)(GC/MS)	TO-14M	\$90
Volatile Organic Compounds (expanded list-62 cmpds, summa can) (GC/MS)	TO-15	\$170
VOC's Reduced List 1-5 Analytes (\$5 each add'l, up to 15 max)(GC/MS)	TO-15M	\$90
Ozone Precursors (std list 60 compounds) (GC/FID)	TO-15OP	\$194
Ozone Precursors Red. List 1-5 Analytes (\$5 each add'l to 15 max)(GC/FID)	TO15OPM	\$194
Volatile Organic Compounds (SIMS list 16 cmpds) (GC/MS SIM)	TO-15S	\$225
Total Suspended Particulate (Same as PM10, Gravimetric)	TSP	\$18
Metals-Individual (from PM10 Filter) (ICP)	6010	\$9

STATIONARY SOURCE TESTING

Stack Air (stationary source): (Price does not include sampling media)

Particulate Matter	5	\$14
Lead Emissions	12	\$40
Volatile Organic Compounds(GC/MS)	18	\$180
Semivolatiles (modified list 60 compounds) (GC/MS)	110	\$315
Dioxin & Furan (separate front end rinse value)	0023A	\$1,440
Dioxin & Furan PCDD/PCDF (HRGCMS)	23	\$720
Metals (12 Elements plus Mercury)	29	\$450
Mercury	101	\$54
Mercury Speciation in Stack Gas (CVAA)	324	
PM 10 Emissions (requires high volume sampler)*	201A	\$14
Condensable Particulate Emissions	202	\$36
Hydrogen Halide & Halogen Emissions (price per fraction)	26A	\$99
Polynuclear Aromatic Hydrocarbons (GC/MS SIM) (Std List 14 compounds)	429	\$605

Sampling Media:

6 Liter Summa Canister (one week rental, subject to \$42 fee each addtl week)		\$42
1 Liter Summa Canister (one week rental, subject to \$35 fee each addtl week)		\$35
Individual Canister Certification Process		\$68
Flow Control Valve (one week rental, subject to \$50 fee each addtl week)		\$27
1 Liter Tedlar Bag		\$11
PUF Cartridge (includes prespike fee if required)		\$36
XAD2 Trap (includes prespike fee)		\$54
Impinger		N/C
Impinger Pump Rental		\$60
Impinger Replacement		\$60
Charcoal Tubes (ORBO 100)		\$13
Filter		\$5

Organochlorine Pesticides (EPA TCL 3.4 List)	8081A	\$210
Organochlorine Pesticides and PCBs (Incl TCL 3.4 List & 9 addl Pesticides)	8081M	\$342

PCB Aroclors (standard 7 compounds)	8082	\$180
PAHs (GC/MS-SIM)	8270C	\$235
BNA (EPA TCL List)	8270C	\$355
Tentatively Identified Compounds (TICs)	8270C	\$63
Lipid Analysis*	Lab SOP	\$45
Mercury by CVAA (includes Prep Charge)	7471A	\$36
Mercury by CVAA (includes Prep Charge)	245.6	\$45
Mercury by Low Level Method	1631	\$90

Metals by ICP-MS (each metal)	6020	\$16
-------------------------------	------	------

Biota/Biological Samples

TAL Metals	6020	\$234
AVS/SEM		\$315
Moisture Content	Lab SOP	\$11
Biota Tissue Homogenization (incl. fish filleting)	Lab SOP	\$23
Hantavirus Decontamination (required for all small rodents)	Lab SOP	\$135

*Lipid analysis is billable when a separate extraction is required, i.e. as a stand alone procedure or for metals

DIOXINS/FURANS (and Dioxin-like compounds) Price

High Resolution Methods

2,3,7,8-TCDD (Single Compound, Drinking water)	EPA 1613	\$293
2,3,7,8-TCDD (Single Compound, other matrices)	EPA 1613	\$405
2,3,7,8-TCDD/TCDF (2 Compounds, pulp & paper industry)	EPA 1613	\$405
Tetra-Octa (All 17 Dioxin/Furan compounds)	EPA 1613	\$720
2,3,7,8-TCDD (Single compound, all matrices)	EPA 8290	\$405
Tetra-Octa (All 17 Dioxin/Furan compounds)	EPA 8290	\$720
Tetra-Octa (All 17 Dioxin/Furan compounds by CLP SOW)	DLMO 1.4	\$780
Tetra-Octa (Stack Testing, 17 compounds)	Method 23	\$720
Tetra-Octa (Ambient Air Testing, 17 compounds)	TO-9	\$720
PAHs by HRGCMS (17 Compounds)	EPA 429M	\$608
PCB Congeners (WHO List, 12 PCB congeners)	EPA 1668	\$575
PCB Congeners (209 PCB congeners and totals))	EPA 1668A	\$895
Tetra-Octa & PCBs (Dioxin/Furan/PCB's 29 compounds)	1613-1668	\$1,170
PBDE (Brominated Flame Retardants 49 compounds)	EPA 1614	\$855

Low Resolution Methods

Tetra-Hexa (Tetra-Hexa isomers only, Appendix IX)	EPA 8280A	\$405
2,3,7,8-TCDD (Single compound, all matrices)	EPA 8280A	\$360
Tetra-Octa (All 17 Dioxin/Furan compounds)	EPA 8280A	\$450

NOTE: All prices reflect Level II reporting only. TAT is 15 days (20 for 1668A, 1614 and 1613/1668 combination).

Surcharges will apply for alternate report formats and rush TAT upon approval (call for quotation).

RADIOCHEMISTRY / RADIOACTIVITY ANALYSES Price

Radiochemistry in Drinking Water

Gross Alpha	EPA 900.0	\$45
Gross Beta	EPA 900.0	\$45
Gross Alpha/Beta	EPA 900.0	\$80
Total Alpha-Emitting Radium Isotopes	EPA 903.0	\$67
Radium-226; Radon Emanation	EPA 903.1	\$90
Radium-228	EPA 904.0	\$81

Radioactive Strontium	EPA 905.0	\$90
Tritium	EPA 906.0	\$67
Uranium	EPA 908.0	\$67
Radon-Liquid Scintillation Method	SM 7500-Rn	\$45

Please call for information on additional methods, certifications, hold times, turn around time, data packages, etc.

***Please call your Representative or our Waltz Mill Lab at 724-722-5407 for details on our Radiochemistry Program**

Composite of Samples	\$15/container
Sample Filtration	\$40/sample

OTHER CHARGES

Extract and Hold (I.e. VOCs, SVOCs, Pesticides, Herbicides, etc.)	65% of cost of analysis
Disposal of unanalyzed samples	\$20.00/sample+labor
"Hold" Samples or Analysis (the lab will not complete project without release of samples on hold)	\$8.00/sample
Sample Kits not returned in 2 Weeks	\$20 plus cost of bottles
Delivery of Sample Kits (<3 workday notice)	Included
Copy of Chromatogram (if not requested at time of sample submittal)	\$20/analysis/sar
Retroactive Copy of Chromatogram (minimum one hour)	\$60/hour
Data Validation/Technical Reviewal of Data	\$60.00/hr
Minimum Laboratory Order	\$0.00
Ohio VAP Data Report	1.10X Multiplier
NJ Reduced Deliverable and EDD	1.15X Multiplier
TRRP TX Deliverable	1.15X Multiplier
Unreturned Coolers	\$30.00

TURNAROUND TIMES*

Standard (7-10 working business days)	No Surcharge
5 working days	No Surcharge
3 working business days	50% Surcharge
2 working business days	75% Surcharge
1 working business day	75% Surcharge
Less Than One Workday (also weekends and holidays)	Quote

*All turnaround times less than 10 business days MUST be pre-arranged. For other TATs please call and inquire.

DELIVERABLES/ DATA PACKAGES*

Level 1	No Surcharge
Sample Data Reporting Only	
Level 2	No Surcharge
Complete Quality Control (QC) Data Blanks, Spikes, duplicates (including matrix spike duplicates), laboratory control samples, relative percent difference (RPD), percent recovery	
Level 3	10% Surcharge
table	
Level 4	15% Surcharge
Items listed in level 2 and 3 including sample raw data and chromatograms	
	20% Surcharge
Geotracker EDF Deliverable °	5% Surcharge
ADR (SEDD Stage 2a Equivalent) Deliverable °	5% Surcharge
ADR (SEDD Stage 2b Equivalent) Deliverable °	10% Surcharge
ADR (SEDD Stage 3 Equivalent) Deliverable °	

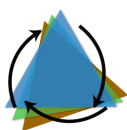
PRICING NOTES

Items included represent services provided by Pace Analytical. Numerous additional services and

- **EPA or other approved methods will be used for all analyses.**
- **Laboratory prices include:**
 - a. **The supply of appropriate sample containers and preservatives.**
 - b. **Shipping of the sample containers and coolers to the client using standard UPS or equivalent service. Express charges will be billed to the client.**
 - c. **Normal laboratory QA/QC protocol. Additional levels of QA/QC are available as presented above. Please consult Pace Analytical for details.**

to return to the client any highly hazardous, acutely toxic, or radioactive samples and sample containers.

- **The Client is responsible for informing Pace of any necessary certifications, reporting limits and or methods at the time of initial project set-up.**
 - **Pace Analytical reserves the right to subcontract any method listed with prior consent of the**
- Rush Multipliers Based Length of Prior Notice**



Advantage
ENVIRONMENTAL
SERVICES, INC.

► Remediation ► Waste Management ► Construction

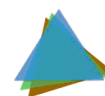


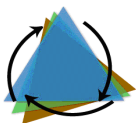
2325 5th Avenue North, St. Petersburg, Florida 33713
Phone (727) 323-1902, Toll Free (888) 333-4051
Fax (727) 323-0430, www.aesenv.com

Classification	Hourly Rate
Principal Engineer	
Project Manager	\$85.00
Senior Scientist	
Senior Engineer	
Project Scientist	
Project Engineer	
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	\$50.00
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	
Senior Clerical	
Clerical	

OtherClassifications	Hourly Rate
Project Chemist	\$95.00
Project Supervisor	\$65.00
Equipment Operator	\$65.00

"Restoring Tomorrow Today"





Advantage
ENVIRONMENTAL
SERVICES, INC.

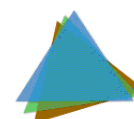
► Remediation ► Waste Management ► Construction



2325 5th Avenue North, St. Petersburg, Florida 33713
Phone (727) 323-1902, Toll Free (888) 333-4051
Fax (727) 323-0430, www.aesenv.com

Activities	Unit	Unit Price	
		Quoted	
Perdiem	Day	\$	258.61
Equipment Mob/Demob	Each	\$	185.00
Site Health & Safety Plan	Plan	\$	535.00
Service Vehicle	Day	\$	75.00
Work Trailer	Day	\$	75.00
Sheet Piling for <20 feet deep excavation	LF	\$	3.75
Sheet Piling for >20 feet deep excavation	LF	\$	4.25
Conventional Soil Excavation and Loading <300 cu yd	CY	\$	541.00
Conventional Soil Excavation and Loading <300 cu yd	CY	\$	542.00
Clean Backfill Material	CY	\$	543.00
Compaction and Testing	Project	\$	544.00
Pea Gravel	Ton	\$	26.60
#57 Stone	Ton	\$	37.00
Approval Fee	wastestream	\$	75.00
Remove and Disposal Petroleum Storage Tank <1000	gallons	\$	2,900.00
Remove and Disposal Petroleum Storage Tank >1000	gallons	\$	5,500.00
Remove and Disposal Petroleum Storage Tank <1k-5k	gallons	\$	9,500.00
Remove and Disposal Petroleum Storage Tank >5k-10k	gallons	\$	12,000.00
Removal and Loading of Asphalt and/or concrete - up to 4" thick	sq	\$	5.50
Transport and Disposal of Petroleum Impacted Soil	drum	\$	190.00
Transport and Disposal of Petroleum Impacted Soil <450 tons	ton	\$	67.00
Transport and Disposal of Petroleum Impacted Soil > 450 tons	ton	\$	60.00
Transport and Disposal of Petroleum Contact Water	drum	\$	190.00
Disposal of Petroleum Contact Water	gallon	\$	0.75
Transport of Petroleum Contact Water-vaccum tanker	hour	\$	125.00
Permit Fee	plan	\$	1,000.00

"Restoring Tomorrow Today"



Cates Laboratories, Inc.

1339 Motor Circle, Dallas TX

Exhibit A

Schedule of Rate Values and Professional Environmental and Engineering Services PINEALLAS COUNTY CONTRACT

Asbestos Testing Fee Schedule

(Preferred Lab Pricing) - Terracon Consultants, Inc.

**Bulk Sample Analysis by PLM - EPA 600/R-93/116:
Air Sample Analysis by PCM - NIOSH 7400:**

Time Frame	PLM-3 Layers Included	PLM – Additional Layer	400 Point Count (if not in base price)	TEM Per Layer	Asbestos in Soil (*see below)	Vermiculite (PLM)	Roofing Core	Time Frame	PCM
Same Day	18.00	9.00	27.00	N/A	25.00	18.00	22.50	Clearance	20.00
24 Hour	11.00	6.00	20.00	N/A	20.00	11.50	20.00	4 Hour	15.00
Two Day	7.00	4.00	20.00	N/A	20.00	7.75	20.00	8 Hour	12.00
Three Day	6.25	3.50	20.00	N/A	20.00	7.75	20.00	24 Hour	10.00
Five Day	5.25	3.00	20.00	N/A	20.00	7.75	18.00	Two Day	7.50
								Three Day	6.50
								Five Day	5.50

(*semi-quantitative)

Unit rate sample fees for multi-layered samples are billed per sample (up to three layers or material types, e.g. texture, joint compound, drywall), except for point counts (billed per layer) and multi-layered flooring samples submitted as single samples, which are billed per layer of flooring (includes mastic). Bulk samples will be disposed of at request of client, or six months after the report is issued to the client. Sample storage fees may apply if samples are stored longer than one year. For large surveys, larger than 2500 samples, refer to "Terracon Large Surveys Fee Schedule 3-26-12" for pricing. Please call for additional information or pricing. Fee schedule is for exclusive use of Terracon.

Ship samples to:

CatesLab, 1339 Motor Circle, Dallas, TX 75207

(Please include completed chain of custody)

NVLAP Laboratory Code # 200569-0, TDSHS Laboratory License # 30-0287,
AZ Laboratory License #0948

Telephone: 214-920-5006; Facsimile: 1-972-767-0167;

Mobile: 214-870-4242

Issued 5/14/2013



When quality and accuracy are critical.

Terracon

504 E. Tyler Street | Tampa, FL 33602

D (813) 321-0311 | F (813) 221-0051 | M (813) 842-5543

Exhibit A

Professional Environmental Assessment and Remediation Activities Services



When quality and accuracy are critical.



Service Price List for Terracon - Tampa 27124

Service	Standard	Next day	Same day	Holiday weekend
FUNGAL AIR				
Culturable air fungi (Incl. Asp spp.)	\$30.00	—	—	—
Culturable air fungi full (Pen&Clad genus)	\$48.27	—	—	—
Culturable air fungi full speciation	\$40.00	—	—	—
Spore trap analysis	\$22.00	\$26.00	\$44.00	\$66.00
Spore trap analysis (Clad & Pen/Asp differentiation)	\$63.67	\$95.50	\$127.34	\$191.01
Spore trap analysis (Via-Cell)	\$42.11	\$63.16	\$84.22	\$126.33
Spore trap analysis other particles-Supplement	\$8.00	\$12.00	\$16.00	\$24.00
Yeast identification	\$43.13	—	—	—
FUNGAL SURFACE				
1-Media fungi surface culture (Incl. Asp spp.)	\$35.00	—	—	—
1-Media fungi surface culture full (Pen&Clad genus)	\$48.27	—	—	—
1-Media fungi surface culture full speciation	\$107.84	—	—	—
2-Media fungi surface culture (Incl. Asp spp.)	\$36.00	—	—	—
2-Media fungi surface culture full (Pen&Clad genus)	\$69.84	—	—	—
2-Media fungi surface culture full speciation	\$119.13	—	—	—
3-Media fungi surface culture (Incl. Asp spp.)	\$37.00	—	—	—
3-Media fungi surface culture full (Pen&Clad genus)	\$97.57	—	—	—
3-Media fungi surface culture full speciation	\$129.40	—	—	—
Direct microscopic exam (Qualitative)	\$22.00	\$26.00	\$44.00	\$66.00
Dust characterization	\$55.65	\$83.48	\$111.30	\$166.95
Quantitative spore count direct exam	\$22.00	\$26.50	\$44.00	\$66.00
Wood decay analysis	\$88.20	—	—	—
ASBESTOS				
Asbestos PLM*	\$6.00	\$9.00	\$12.00	\$18.00
Asbestos PLM NY State ELAP 198.1 (sub-contracted)	\$35.95	—	—	—
Asbestos PLM NY State ELAP 198.6 (sub-contracted)	\$46.22	—	—	—
Asbestos TEM AHERA (sub-contracted)	\$123.24	\$184.86	—	—
Asbestos TEM ASTM D5755 (sub-contracted)	\$154.05	—	—	—
Asbestos TEM ASTM D6480 (sub-contracted)	\$179.73	—	—	—
Asbestos TEM Chatfield (sub-contracted)	\$61.62	—	—	—
Asbestos TEM EPA 100.1 (sub-contracted)	\$154.05	—	—	—
Asbestos TEM EPA 100.2 (sub-contracted)	\$154.05	—	—	—
Asbestos TEM EPA Level II (sub-contracted)	\$71.89	—	—	—
Asbestos TEM ISO 10312 (sub-contracted)	\$282.43	—	—	—
Asbestos TEM NIOSH 7402 (sub-contracted)	\$97.57	—	—	—
Asbestos TEM NY State ELAP 198.4 (sub-contracted)	\$61.62	—	—	—
Asbestos-airborne fiber count (NIOSH 7400)	\$10.27	\$15.40	\$20.54	\$30.81
Asbestos-CARB 435	\$154.05	—	—	—
Asbestos-CARB 435 (pre-crushed)	\$51.35	\$77.02	\$102.70	\$154.05
Asbestos-EPA 1000 point count	\$101.30	\$151.95	\$202.60	\$303.90

This service price list document may not reflect current pricing and turnaround time for your account. Prices are subject to change without notice. Contact customer service with questions regarding pricing and turnaround time. *Price is per sample up to 3 layers. Each layer >3 is charged at the following TAT rates: Standard - \$4.00, Next-day - \$6.00, Same-day - \$8.00, Holiday/Weekend - \$12.00
This price list was generated on 02/17/2016



When quality and accuracy are critical.



Service Price List for Terracon - Tampa 27124

Service	Standard	Next day	Same day	Holiday weekend
Asbestos-EPA 200 point count	\$25.33	\$38.00	\$50.66	\$75.99
Asbestos-EPA 400 point count	\$22.00	\$33.00	\$44.00	\$66.00
Asbestos-gravimetric point count (sub-contracted)	\$128.38	—	—	—
Asbestos-OSHA with TWA	\$10.27	\$15.40	\$20.54	\$30.81
Asbestos-TEM Qualitative P/A (sub-contracted)	\$97.57	—	—	—
BACTERIAL AIR				
Cult. air bact total w/gram neg. ct.(TSA+MacConkey)	\$43.13	—	—	—
Culturable air bact 3-Genus ID	\$75.00	—	—	—
Culturable air bact 3-Species ID	\$139.67	—	—	—
Culturable air bact 5-Genus ID	\$130.00	—	—	—
Culturable air bact 5-Species ID	\$215.67	—	—	—
Culturable air bact gram neg. ct. (MacConkey)	\$38.00	—	—	—
Culturable air bact gram stain and counts	\$32.00	—	—	—
Culturable air bact thermophilic actinomycetes	\$38.00	—	—	—
Culturable air bact total count	\$38.00	—	—	—
BACTERIAL SURFACE				
Acid Producing Bacteria	\$157.50	—	—	—
Bacteria surface culture 3-Genus ID	\$75.00	—	—	—
Bacteria surface culture 3-Species ID	\$139.67	—	—	—
Bacteria surface culture 5-Genus ID	\$130.00	—	—	—
Bacteria surface culture 5-Species ID	\$215.67	—	—	—
Bacteria surface culture gram stain and counts	\$32.00	—	—	—
Bacteria surface culture thermophilic actinomycetes	\$55.65	—	—	—
Endotoxin analysis	\$100.00	—	—	—
Fecal Coliform, Total Coliform, E. coli-P/A	\$49.35	\$74.02	—	\$148.05
Heterotrophic plate count	\$43.13	—	—	\$129.39
Hydrocarbon Degrading Bacteria	\$157.50	—	—	—
Iron bacteria-P/A	\$44.10	\$66.15	\$88.20	\$132.30
Legionella-CDC method	\$90.00	—	—	—
Membrane filtration standard	\$30.00/organism	—	—	\$96.00/organism
MF-Sewage screen	\$77.70	—	—	\$233.10
MPN-Salmonella	\$82.95	—	—	\$248.85
MPN-Standard Bacteria	\$49.35/organism	\$74.02/organism	—	\$148.05/organism
MPN-Sulfate reducing bacteria	\$82.95	—	—	—
Mycobacteria culture	\$102.70	—	—	—
QuantiTray-Enterococcus	\$48.27	\$72.40	—	—
QuantiTray-Pseudomonas aeruginosa	\$30.00	\$70.50	—	—
QuantiTray-sewage screen	\$60.00	\$111.00	—	\$222.00
QuantiTray-Total Coliform, E. coli	\$35.00	\$70.50	—	\$141.00
Slime Forming Bacteria-P/A	\$78.75	—	—	—
Total Coliform, E. coli-P/A	\$21.00	\$39.00	—	\$78.00

This service price list document may not reflect current pricing and turnaround time for your account. Prices are subject to change without notice. Contact customer service with questions regarding pricing and turnaround time.

This price list was generated on 02/17/2016

Page 2 of 3



When quality and accuracy are critical.



Service Price List for Terracon - Tampa 27124

Service	Standard	Next day	Same day	Holiday weekend
ALLERGEN				
Allergen-ELISA individual	\$37.00	\$55.50	—	—
Allergen-ELISA screen	\$82.95	\$124.43	—	—
PCR				
PCR panel-Aspergillus Nosocomial	\$130.00	\$198.50	\$262.00	—
PCR screen: Avian Pathogen	\$150.00	\$237.00	—	—
PCR-15 important indoor molds	\$195.00	\$315.00	\$420.00	—
PCR-23 important indoor molds	\$250.00	\$394.50	\$528.00	—
PCR-Chlamydomyces psittaci	\$90.00	\$150.00	—	—
PCR-Cryptococcus neoformans	\$90.00	\$150.00	—	—
PCR-Custom Panel	\$82.95/unit	\$124.43/unit	\$165.90/unit	—
PCR-ERMI panel	\$262.50	\$393.75	\$525.00	\$787.50
PCR-Histoplasma capsulatum	\$90.00	\$150.00	—	—
PCR-Legionella pneumophila (CL)	\$134.54	\$201.81	\$269.08	—
PCR-Legionella pneumophila (PX)	\$137.55	\$206.33	\$275.10	—
PCR-Meruliporia incrassata	\$300.00	\$472.50	\$630.00	—
USP				
USP 797 Count & ID 26-30C	\$41.00	—	—	—
USP 797 Count & ID 30-35C	\$41.00	—	—	—
USP 797-Bacteria Gloved Finger Sampling	\$21.57	—	—	—
USP 797-Media Fill Test	\$21.57	—	—	—
USP 800 (sub-contracted) - 2 to 4 Drugs	\$250.00	—	—	—
USP 800 (sub-contracted) - 5 to 7 Drugs	\$375.00	—	—	—
USP 800 (sub-contracted) - 8 to 10 Drugs	\$500.00	—	—	—
USP 800 (sub-contracted) - Single Drug	\$185.00	—	—	—
USP 800 Platinum Drugs (sub-contracted)	\$95.00	—	—	—
OTHER				
Algae enumeration	\$54.43	—	—	—
Hold	\$0.00	—	—	—
Lead Analysis (sub-contracted)	\$20.00	\$35.00	—	—
Radon in Air	\$21.57	\$32.36	\$43.14	—

This service price list document may not reflect current pricing and turnaround time for your account. Prices are subject to change without notice. Contact customer service with questions regarding pricing and turnaround time.

This price list was generated on 02/17/2016

Page 3 of 3



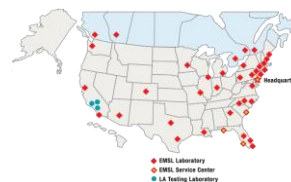
EMSL ANALYTICAL, INC.

www.EMSL.com

800-220-3675

EMSL ANALYTICAL, INC.
PRICE QUOTE
"TERRACON CONSULTANTS, INC."

Customer ID: TERA72
Quote Number: 022016236477
Quoted: February 18, 2016



Locally Focused.....

.....Nationally Recognized

Quote Prices Valid Only for Project: Pinellas County IAQ

Quote Submitted to:

Tom Holley

Terracon Consultants, Inc.

504 E. Tyler St., Tampa, FL 33602

Phone: 850-393-7734

E-mail: tom.holley@terracon.com

Quote Submitted by:

Jason McDonald , Regional Account Manager

EMSL Analytical, Inc.

975 Morrison Drive

29403

Bldg C - Suite A, Charleston, SC

Environmental Microbiology Laboratory Services

NON-CULTURABLE AIR SAMPLES
(Spore Traps) ¹

	Code	3 Hr	6 Hr	24 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Air-O-Cell	M001	\$110.00	\$50.00	\$24.00	\$22.00	\$20.00	\$20.00	\$20.00	\$20.00
Allergenco-D	M032	\$110.00	\$50.00	\$24.00	\$22.00	\$20.00	\$20.00	\$20.00	\$20.00

SURFACE SAMPLES

	Code	3 Hr	6 Hr	24 Hr	48 Hr	72 Hr	96 Hr	1 Wk	2 Wk
Identification of Fungal Structures via Direct Examination (Tape Lift, Bulk, Swab, Wipe) ¹	M041	\$110.00	\$50.00	\$24.00	\$22.00	\$20.00	\$20.00	\$20.00	\$20.00

¹ Expanded Fungal Report available at no additional charge

This unit price quote includes Customer Specific pricing which takes into account types of samples typically and/or routinely submitted, volume of workload expected, and client payment history and/or credit rating. Any/all work performed will be in accordance with EMSL Analytical, Inc. Terms and Conditions included herein. Quote is not valid if work is not submitted within 30 days. If samples are submitted to EMSL within thirty days of the quote date, then these prices are valid thru **December 31, 2016** or for the duration specified in a formal agreement by and between EMSL and customer. EMSL reserves the right to adjust pricing at our sole discretion based on (but not limited to) the customer's non-compliance with net 30 day payment terms, change in scope of work including but not limited to an amount/volume of work less than described at the time of the quote, and/or non-compliance with the EMSL terms and conditions included herein

Classification	Hourly Rate
Principal Engineer	\$ 179.24
Project Manager	\$ 178.65
Senior Scientist	\$ 145.64
Senior Engineer	\$ 151.46
Project Scientist	\$ 114.81
Project Engineer	\$ 120.08
Staff Scientist	\$ 89.05
Staff Engineer	\$ 100.85
Construction Manager	\$ 128.00
Senior Technician	\$ 77.24
Technician	\$ 60.08
Florida Licensed Asbestos Consultant	N/A
Industrial Hygienist	N/A
Industrial Hygienist Technician	N/A
GIS Specialist	\$ 114.79
CADD Operator	\$ 72.50
Senior Clerical	\$ 71.83
Clerical	\$ 60.08

Other Classifications	Hourly Rate
Intern	\$ 46.13
Designer	\$ 89.05
Planner	\$100.85
Environmental Planner	\$131.96
Inspector	\$89.05
Construction Specialist	\$114.79
Technical Manager	\$194.18



LANDSCAPE ARCHITECTURE • URBAN DESIGN

200 2nd Ave. S. #433
Phone: 727-343-1809

• ST. PETERSBURG, FL 33701-4313
• web: www.heartwoodandbark.com

Classification	Hourly Rate
Principal Engineer	
Project Manager	
Senior Scientist	
Senior Engineer	
Project Scientist	
Project Engineer	
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	
Senior Clerical	
Clerical	\$45.00

Other Classifications	Hourly Rate
Landscape Architect	\$90.00

For each hourly rate above, the rate structure is fully loaded (burdened). Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. Rates for the prime and the subconsultant(s) shall be held firm for the contract term. No rate increases shall be granted during this time.

Classification	Hourly Rate
Principal Engineer	\$175.00
Project Manager	\$125.00
Senior Scientist	
Senior Engineer	
Project Scientist	
Project Engineer	
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	\$75.00
Senior Clerical	\$58.00
Clerical	
Other Classifications	Hourly Rate
PE	\$130.00
EIT	\$110.00
Senior Designer	\$110.00
Designer	\$90.00



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

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

101 NE THIRD AVENUE, STE. 1500
FT. LAUDERDALE, FLORIDA 33301
P (866) 461-2011 F (813) 287-3622

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

Classification	Hourly Rate
Principal Engineer	\$180
Project Manager	\$125
Senior Scientist	
Senior Engineer	\$110
Project Scientist	
Project Engineer	\$95
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	\$71
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	\$80
Senior Clerical	\$55
Clerical	\$55

Other Classifications	Hourly Rate



SCHEDULE OF RATE VALUES

Classification	Hourly Rate
Principal Engineer	
Project Manager	
Senior Scientist	
Senior Engineer	
Project Scientist	
Project Engineer	
Staff Scientist	
Staff Engineer	
Construction Manager	
Senior Technician	
Technician	
Florida Licensed Asbestos Consultant	
Industrial Hygienist	
Industrial Hygienist Technician	
GIS Specialist	
CADD Operator	
Senior Clerical	
Clerical	
Other Classifications	Hourly Rate
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 105
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 135
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 165
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$ 195
One (1) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$ 115
Two (2) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$ 145
Three (3) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$ 175
Four (4) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$ 205
Hydrographic Survey Team Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	\$ 225
Senior Professional Surveyor and Mapper or Project Manager	\$ 155
Professional Surveyor and Mapper	\$ 125
Senior Survey/CADD Technician	\$ 105
Survey/CADD Technician	\$ 95



Other	Rate
Marsh Master (w/o Operator)	\$ 500/day
Airboat (w/o Operator)	\$ 450/day
4WD ATV	\$ 100/day

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

1. **LIMITATIONS ON LIABILITY.** By submitting a Proposal, the Proposer acknowledges and agrees that the services will be provided without any limitation on Proposer's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Proposer's liability to any specified amount in the performance of the services. Proposer shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services without any limitation on Proposer's liability that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its prohibition on any limitation on Proposer's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on Proposer's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. **INDEMNIFICATION.** By submitting a Proposal, the Proposer acknowledges and agrees to be bound by and subject to the County's indemnification provisions as set out in the Services Agreement. The County objects to and shall not be bound by any term or provision that purports to modify or amend the Proposer's indemnification obligations in the Services Agreement, or requires the County to indemnify and/or hold the Proposer harmless in any way related to the services. Proposer shall state any exceptions to this provision in the response, including specifying the proposed revisions to the Services Agreement indemnification provisions, or the proposed indemnification from the County to the Proposer to be included in the Services Agreement. Proposer is deemed to have accepted and agreed to provide the services subject to the Services Agreement indemnification provisions that Proposer does not take exception to in its response. Notwithstanding any exceptions by Proposer, the County reserves the right to declare its indemnification requirements as non-negotiable, to disqualify any Proposal that includes exceptions to this paragraph, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.

 - b) Within 10 days of contract award and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. 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 a political subdivision of the State of Florida as an Additional Insured; and when applicable, other entities such as municipalities, or Appointing Authorities, shall also be endorsed as 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.
 - (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-

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

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.
 - (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.

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

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	\$ 100,000.00
Per Employee Disease	\$ 100,000.00
Policy Limit Disease	\$ 500,000.00

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

Limits

Combined Single Limit Per Occurrence	\$ 1,000,000.00
Products/Completed Operations Aggregate	\$ 1,000,000.00
Personal Injury and Advertising Injury	\$ 1,000,000.00
General Aggregate	\$ 2,000,000.00

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

Limit

Combined Single Limit Per Accident	\$ 2,000,000.00
------------------------------------	-----------------

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", 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	\$ 1,000,000.00
General Aggregate	\$ 1,000,000.00

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.

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

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

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

Limits

Per Claim or Occurrence	\$1,000,000.00
General Aggregate	\$3,000,000.00

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

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