



Staff Report

File #: 15-851, **Version:** 1 approved by Board of County Commissioners **Agenda Date:** 8/9/2016

Subject:

Ranking of firms and execution of agreements with the top six ranked firms for requirements of continuing engineering and environmental consulting services.

Recommended Action:

Approve the ranking of firms and execution of agreements with the top six (6) ranked firms for requirements of continuing engineering and environmental consulting services.

1. Amec Foster Wheeler Environment & Infrastructure, Inc.
2. Atkins North America, Inc.
3. CH2M Hill Engineers, Inc.
4. Geosyntec Consultants, Inc.
5. Jones, Edmunds & Associates, Inc.
6. Singhofen & Associates, Inc.

Contract No. 156-0095-CN (RW); the upset limit over the five (5) year term is \$1,100,000.00 for each firm for a total of \$6,600,000.00; 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

3.4 Reduce/reuse/recycle resources including energy, water and solid waste

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs

Deliver First Class Services to the Public and Our Customers

5.1 Maximize partner relationship and public outreach

Summary:

The purpose of this contract is to provide engineering and environmental consulting services on a continuing basis as part of the County's environmental and surface water programs, implementation of multidiscipline projects and other environmental needs including but not limited to:

- Watershed management planning tasks including: developing, updating, or peer review of hydraulic/hydrologic models, pollutant loading models, and receiving water models.
- Development of environmental studies and sample design to identify pollutant sources, status and trend assessment, and support the development of restoration/management plans for surface waters.

- Field collection of environmental samples which may include water quality, sediment, groundwater, or biological data.
- Environmental data management and analysis including statistical and spatial analysis.
- Technical review of environmental regulations including Total Maximum Daily Loads, water quality assessments, and other regulations impacting or related to National Pollutant Discharge Elimination System Municipal Separate Storm Sewer Systems (MS4) permits or stormwater operations.
- Assessing impacts from sea level rise.
- GIS work related to maintaining impervious coverage data.
- Community Rating system program support and implementation of floodplain management projects (including public outreach).

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

Background Information:

On January 12, 2016, in accordance with the Consultant Competitive Negotiation Act (CCNA), the Purchasing Department, on behalf of the Department of Public Works, released a request for proposal (RFP) with the intent of obtaining the services of qualified consulting engineering firms for engineering and environmental projects. The ranking of firms was completed April 7, 2016.

An agreement with each of the six (6) 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 four (4) to twenty-six (26) 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 is \$1,100,000.00 for each firm for a total of \$6,600,000.00. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to this contract provided the negotiated rates remain the same.

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

Staff Member Responsible:

Kelli Levy, Director, Environmental Management Division, Public Works
Rahim Harji, Director, Stormwater and Vegetation Division, Public Works
Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreements
Ranking Spreadsheet

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

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 Amec Foster Wheeler Environment & Infrastructure, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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: Amec Foster Wheeler Environment
& Infrastructure, Inc.

By: 

Print Name: Scott C. Wuitschick

Title: Practice Leader-Water Resources Date: 6-23-16

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Chairman

Date: 8-9-16

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: 8-9-16

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

EXHIBIT A
RFP 156-0095-CN(RW)



Schedule of Rate Values

Loaded Rates
May 2016

Classification	Amec Foster Wheeler Environment & Infrastructure, Inc.	Hourly Rate
Principal		\$210.00
Project Manager		\$160.00
Senior Engineer		\$185.00
Engineer		\$130.00
Engineering Intern		\$90.00
Senior Planner		\$185.00
Planner		\$113.00
Senior Scientist		\$150.00
Scientist		\$119.00
GIS Analyst		\$110.00
GIS Technician		\$95.00
Senior CADD Technician		\$110.00
CADD Technician		\$95.00
Field Technician		\$75.00
Licensed Surveyor		\$147.00
Surveyor Technician		\$75.00
3-Man Survey Crew		\$160.00
Clerical		\$60.00

McKiernan Consulting Services	
Senior Scientist	\$150.00



CUMBEY & FAIR, INC.

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

Exhibit A

SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates

May 2016

Classification	Daily Rate
Daily Rate(S): Field Surveying	
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$620.00
Two (2) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,040.00
Three (3) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,356.00
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,672.00
One (1) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$720.00
Two (2) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,140.00
Three (3) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,456.00
Four (4) Person Survey Team includes GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,872.00
One (1) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$720.00
Two (2) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,340.00
Three (3) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel,	\$1,760.00
Four (4) Person Survey Team includes LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$2,076.00
Hydrographic Survey Team Includes Hydro Equipment, vessel, vehicles, personnel, all supplies and fuel	\$1,760.00
Daily Rate(S): Utility Designation	Daily Rate
Designating Technician/Crew Includes all equipment, vehicles, personnel, supplies and fuel	\$1,320.00
Designating Technician/Crew Includes GPR equipment, vehicles, personnel, supplies and fuel	\$1,320.00

CIVIL ENGINEERS

LAND SURVEYORS

PLANNERS



CUMBEY & FAIR, INC.

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

Daily Rate(S): Utility Location	Daily Rate
Location Technician/Crew Includes Vacuum Excavation Equip/Truck, all other Vehicles, personnel, supplies, fuel	\$1,420.00
Hourly Rate(S): Office Function/Management/Supervision	Hourly Rate
Senior Professional Surveyor and Mapper or Project Manager	\$170.00
Professional Surveyor and Mapper	\$130.00
SUE Manager	\$150.00
Geologist	n/a
Senior CADD Technician	\$90.00
CADD Technician	\$78.00
Technical Support	n/a

Services	Rate
Title Search Report	n/a
Title Search Report Updates	n/a

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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

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

- (4) 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	\$ 2,000,000.00

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.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

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 Atkins North America, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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.

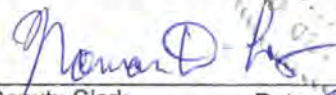
Firm Name: Atkins North America, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Charlotte Maddox
Title: Sr. Vice President Date: 6-23-16

By: 
Chairman Date: 8-9-16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney



Atkins North America, Inc.
4030 West Boy Scout Boulevard, Suite 700
Tampa, Florida 33607

Telephone: +1.813.282.7275

www.atkinsglobal.com/northamerica

PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES – 156-0095-CN(RW)

Exhibit A: 2016 Schedule of Rate Values

Atkins North America, Inc.	
Classification	Hourly Rate
Principal	\$240.00
Project Manager	\$170.00
Senior Engineer	\$205.00
Engineer	\$130.00
Engineering Intern	\$100.00
Senior Planner	\$205.00
Planner	\$105.00
Senior Scientist	\$157.00
Scientist	\$119.00
GIS Analyst	\$132.00
GIS Technician	\$105.00
Senior CADD Technician	\$124.00
CADD Technician	\$106.00
Field Technician	\$89.00
Senior Professional Surveyor and Mapper	\$206.00
Licensed Surveyor	\$127.00
Surveyor Technician	\$90.00
Clerical	\$70.00
Other: Field Surveying	Daily Rate
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$645.00
Two (2) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,040.00
Three (3) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,375.00
Four (4) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,720.00
One (1) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$645.00
Two (2) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,140.00
Three (3) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,475.00
Four (4) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,875.00

Other: Field Surveying (continued)	Daily Rate
One (1) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$795.00
Two (2) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$1,300.00
Three (3) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$1,650.00
Four (4) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$2,000.00
Hydrographic Survey Team Includes: Hydro equipment, vehicles, personnel, and all supplies/fuel	\$1,880.00
Other: Utility Designation	Daily Rate
Designating Technician/Crew Includes GPS equipment, vehicles, personnel, supplies and fuel	\$1,490.00

-Subconsultant- Cumbe & Fair, Inc.	
Classification	Hourly Rate
Senior Professional Surveyor and Mapper	\$170.00
Project Manager	\$170.00
Professional Surveyor or Mapper	\$130.00
SUE Manager	\$150.00
Senior CADD Technician	\$90.00
CADD Technician	\$78.00
Other: Field Surveying	Daily Rate
One (1) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$620.00
Two (2) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,040.00
Three (3) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,356.00
Four (4) Person Survey Team Includes: survey equipment/instruments, vehicles, personnel and all supplies/fuel	\$1,672.00
One (1) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$720.00
Two (2) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,140.00
Three (3) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,456.00
Four (4) Person Survey Team Includes: GPS equipment, vehicles, personnel, and all supplies/fuel	\$1,872.00

Other: Field Surveying (continued)	Daily Rate
One (1) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$720.00
Two (2) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$1,340.00
Three (3) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$1,760.00
Four (4) Person Survey Team Includes: LiDAR/Laser scanning equipment, vehicles, personnel, and all supplies/fuel	\$2,076.00
Hydrographic Survey Team Includes: Hydro equipment, vehicles, personnel, and all supplies/fuel	\$1,760.00
Other: Utility Designation	Daily Rate
Designating Technician/Crew Includes GPS equipment, vehicles, personnel, supplies and fuel	\$1,320.00
Other: Utility Location	Daily Rate
Location Technician/Crew Includes: Vacuum excavation equipment/truck, all other vehicles, personnel, supplies and fuel	\$1,420.00

-Subconsultant- Environmental Science Associates	
Classification	Hourly Rate
Principal	\$240.00
Project Manager	\$185.00
Senior Engineer	\$202.00
Engineer	\$139.00
Senior Planner	\$155.00
Planner	\$113.00
Senior Scientist	\$155.00
Scientist	\$118.00
GIS Analyst	\$120.00
GIS Technician	\$100.00
Field Technician	\$89.00
Clerical	\$71.00

-Subconsultant- Tierra Inc.		
Classification	Hourly Rate	
Project Manager	\$166.50	
Senior Engineer	\$171.00	
Chief Scientist	\$137.04	
Senior Project Engineer	\$141.64	
Engineer	\$113.81	
Engineering Intern	\$96.62	
Senior Scientist	\$115.65	
CADD Technician / Designer	\$93.32	
Sr. Engineering Technician	\$82.61	
Geotechnical Technician	\$66.39	
Clerical	\$72.00	
Other: Geotechnical Tests and Services	Unit	Unit Price
Geotechnical Field Investigation		
612-Geo Mobilization Drill Rig Truck Mount	Each	\$350.00
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$700.00
610-Geo Mobilization Drill Rig Track Mount	Each	\$2,925.00
418-Geo Drill Crew Support Vehicle	Day	\$160.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$7,138.00
405-Geo Barge (Owned)	Day	\$2,500.00
618-Geo Mobilization Support Boat	Each	\$500.00
Geo Support Safety Boat	Day	\$500.00
619-Geo Mobilization Tri-Pod	Each	\$1,125.00
419-Geo Drilling Crew 2-Person	Hour	\$135.00
420-Geo Drilling Crew 3-Person	Hour	\$185.00
Geo SPT Truck 0-50 Ft	LF	\$12.90
Geo SPT Truck 50-100 Ft	LF	\$17.00
Geo SPT Truck 100-150 Ft	LF	\$31.00
Geo SPT Truck 150-200 Ft	LF	\$39.00
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$15.20
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$18.10
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$32.00
481-Geo SPT Truck-Mud Bug 150-200 Ft	LF	\$42.00
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$21.50
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$28.90
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$53.00

Other: Geotechnical Tests and Services (continued)	Unit	Unit Price
476-Geo SPT Barge/Track/Amphibious 150-200 Ft	LF	\$70.00
Geo Grout Boreholes- Truck 0-050 Ft	LF	\$5.25
Geo Grout Boreholes- Truck 50-100 Ft	LF	\$7.00
Geo Grout Boreholes- Truck 100-150 Ft	LF	\$10.25
Geo Grout Boreholes- Truck 150-200 Ft	LF	\$14.00
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$6.25
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$8.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$13.10
443-Geo Grout Boreholes- Truck/Mud Bug 150-200 Ft	LF	\$18.00
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$8.50
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$11.25
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$17.25
438-Geo Grout Boreholes- Barge/Track/Amphibious 150-200 Ft	LF	\$25.00
Geo Temp Casing 3" Truck 0-050 Ft	LF	\$8.50
Geo Temp Casing 3" Truck 50-100 Ft	LF	\$10.25
Geo Temp Casing 3" Truck 100-150 Ft	LF	\$12.25
Geo Temp Casing 3" Truck 150-200 Ft	LF	\$15.00
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$10.30
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$14.00
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$17.50
491-Geo Temp Casing 3" Truck/Mud Bug 150-200 Ft	LF	\$22.00
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$14.50
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$17.50
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$20.00
486-Geo Temp Casing 3" Barge/Track/Amphibious 150-200 Ft	LF	\$25.00
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$45.00
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$52.00
467-Geo Rock Coring Truck/Mud Bug 100-150 Ft less than 4" ID	LF	\$60.00
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$48.00
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$64.00
457-Geo Rock Coring Barge/Track/Amphibious 100-150 Ft less than 4" ID	LF	\$80.00
459-Geo Rock Coring Barge/Track/Amphibious 150-200 Ft less than 4" ID	LF	\$94.00
427-Geo Extra SPT Samples-Truck/Mud Bug 000-050 Ft	Each	\$71.00
428-Geo Extra SPT Samples-Truck/Mud Bug 050-100 Ft	Each	\$71.00
429-Geo Extra SPT Samples-Truck/Mud Bug 100-150 Ft	Each	\$85.00
430-Geo Extra SPT Samples-Truck/Mud Bug 150-200 Ft	Each	\$85.00

Other: Geotechnical Tests and Services (continued)	Unit	Unit Price
422-Geo Extra SPT Samples-Barge/Track/Amphibious 000-050 Ft	Each	\$71.00
423-Geo Extra SPT Samples-Barge/Track/Amphibious 050-100 Ft	Each	\$71.00
424-Geo Extra SPT Samples-Barge/Track/Amphibious 100-150 Ft	Each	\$85.00
425-Geo Extra SPT Samples-Barge/Track/Amphibious 150-200 Ft	Each	\$85.00
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$200.00
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$200.00
521-Geo Undisturbed Samples Truck/Mud Bug 100-150 Ft	Each	\$200.00
522-Geo Undisturbed Samples Truck/Mud Bug 150-200 Ft	Each	\$200.00
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$200.00
516-Geo Undisturbed Samples Barge/Track/Amphibious 050-100 Ft	Each	\$200.00
517-Geo Undisturbed Samples Barge/Track/Amphibious 100-150 Ft	Each	\$200.00
518-Geo Undisturbed Samples Barge/Track/Amphibious 150-200 Ft	Each	\$200.00
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$10.50
402-Geo Auger Borings- Track	LF	\$12.00
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$290.00
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$890.00
450-Geo Piezometer 2" 000-050 Ft	LF	\$44.00
445-Geo Grouted Monitor Well 2" 000-050 Ft	LF	\$6.25
Piezometer Permit Cost Actual	Each	Actual
403-Geo Backhoe (Owned)	Day	\$600.00
416-Geo Dozer (Owned)	Day	\$800.00
Site Clearing to Access Boring or Test Locations	Hour	\$210.00
407-Geo Chainsaw (Owned)	Day	\$28.00
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$525.00
434-Geo Ground Penetrating Radar (GPR)	Day	\$2,800.00
Asphalt and Concrete Pavement Coring		
209-Asphalt Pavement Coring – 4" dia with Base Depth Check	Each	\$125.00
210-Asphalt Pavement Coring – 4" dia without Base Depth Check	Each	\$110.00
211-Asphalt Pavement Coring – 6" dia with Base Depth Check	Each	\$125.00
212-Asphalt Pavement Coring – 6" dia without Base Depth Check	Each	\$110.00
305-Concrete Pavement Coring - 4" Dia	Each	\$110.00
306-Concrete Pavement Coring - 6" Dia	Each	\$110.00
603-Mobilization Asphalt Coring equipment	Each	\$250.00
606-Mobilization Concrete Coring	Each	\$250.00
Geotechnical Soil Laboratory Testing		
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$42.00

Other: Geotechnical Tests and Services (continued)	Unit	Unit Price
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$10.00
821-Soils Particle Size Analysis (AASHTO T 88) (Including Hydrometer)	Test	\$131.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$67.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$175.00
825-Soils pH Soil or Water (FM 5-550)	Test	\$35.00
829-Soils Resistivity Soil or Water (FM 5-551)	Test	\$46.00
800-Soils Chloride Soil or Water (FM 5-552)	Test	\$46.00
833-Soils Sulfate Soil or Water (FM 5-553)	Test	\$48.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$42.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$130.00
826-Soils Plastic Limit & Plasticity Index (AASHTO T 90)	Test	\$70.00
811-Soils Liquid Limit (AASHTO T 89)	Test	\$60.00
823-Soils Permeability Constant Head (AASHTO T 215)	Test	\$175.00
824-Soils Permeability Falling Head (FM 5-513)	Test	\$175.00
827-Soils Proctor Modified (FM 1-T 180)	Test	\$115.00
828-Soils Proctor Standard (AASHTO T 99)	Test	\$111.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$138.00
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$138.00
803-Soils Consolidation - Constant Strain (ASTM D4186)	Test	\$580.00
804-Soils Consolidation - Extended Load Increments (AASHTO T216)	Each	\$50.00
806-Soils Direct Shear Consolidated Drained/ Point AASHTO T 236	Test	\$250.00
810-Soils Limerock Bearing Ratio (LBR)(FM 5-515)	Test	\$340.00
Misc Asphalt and Concrete Testing		
100-Aggregate Acid Insol Retained 200 Sieve (FM 5-510)	Test	\$90.00
101-Aggregate Carbonates and Organic Matter (FM 5-514)	Test	\$90.00
102-Aggregate Organic Impurities in Sand for Concrete (AASHTO T 21)	Test	\$40.00
103-Aggregate Shell Content of Coarse Aggregate (FM 5-555)	Test	\$55.00
104-Aggregate Sieve Analysis of Fine and Coarse Aggregate (AASHTO T 27)	Test	\$41.00
105-Aggregate Soundness (AASHTO T 104)	Test	\$275.00
107-Aggregate Total Moisture Content by Drying (AASHTO T-255)	Test	\$9.60
108-Aggregate Unit Mass and Voids (AASHTO T 19)	Test	\$50.00
200-Asphalt Bulk Specific Gravity (FM 1-T 166)	Test	\$25.10
201-Asphalt Content (FM 5-563)	Test	\$136.00
203-Asphalt Gradation & Content (FM 1-T 030 & FM 5-563)	Test	\$187.00
204-Asphalt Gradation (FM 1-T 030)	Test	\$51.00

Other: Geotechnical Tests and Services (continued)	Unit	Unit Price
207-Asphalt Los Angeles (LA) Abrasion Small Agg (FM 1-T 096)	Test	\$270.00
300-Concrete Beam Flexural Testing (ASTM C78)	Test	\$31.00
301-Concrete Compressive Compressive Strength of Grout\Mortar (ASTM C 109)	Test	\$13.00
302-Concrete Cylinder Curing, Capping & Breaking (ASTM C39)	Test	\$12.00
303-Concrete Drilled Cores and Sawed Beams (ASTM C42)	Test	\$38.00
Contamination Test Units		
850-EDR Report	Each	\$500.00
852-Organic Vapor Analyzer (OVA)	Day	\$150.00
854-Handheld GPS	Per Day	\$80.34
856-Field Sampling Kit (soil)	Each	\$75.00
858-Field Sampling Survey Kit (water)	Each	\$75.00
860-Power Auger Boring (includes decontamination to a depth of 25 feet)	Foot	\$11.90
862-BTEX and MTBE (Method 8260)	Each	\$65.00
864-Organochlorine Pesticides (Method 8081)	Each	\$100.00
866-Organophosphorous Pesticides (Method 8141)	Each	\$125.00
868-Chlorinated Herbicides (Method 8151)	Each	\$100.00
870-Volatile Organics (Method 8260)	Each	\$95.00
872-Volatile Organics BTEX/MTBE(Method 8260)	Each	\$60.00
874-Semi-Volatiles (Method 8270)	Each	\$200.00
876-Polyaromatic Hydrocarbons (Method 8270)	Each	\$100.00
878-TPH Method FL-Pro	Each	\$65.00
880-RCRA 8 Metals (Method 6010/7471)	Each	\$65.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$9.00
884-Mercury Individual (Method 6010/7471)	Each	\$25.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$75.00
888-Arsenic (Method 6010/7471)	Each	\$9.00
890-SPLP/TCLP Metals	Each	\$198.00
892-Asbestos Samples	Each	\$15.00
894-Polychlorinated Biphenals (8082)	Each	\$75.00

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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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- (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	\$ 2,000,000.00

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.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

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 CH2M Hill Engineers, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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: CH2M Hill Engineers, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

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

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



(CORPORATE SEAL)

ATTEST:
Ken Burke, Clerk of the Circuit Court

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

APPROVAL AS TO FORM:

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



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

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

June 24, 2016

Subject: Pinellas County Contract for Engineering and Environmental Consulting Services
(156-0095-CN/RW)

Exhibit A

Dear Ms. Woodard,

On behalf of CH2M HILL, please find below the revised rate schedule for the above referenced contract. CH2M accepted the reduced rates that the County requested via e-mail on 06/17/2016.

Classification	Proposed Fee Schedule Rate
Principal	\$244
Technologist	\$250
Sr. Project Manager	\$242
Project Manager	\$180
Sr. Engineer	\$191
Engineer	\$128
Sr. Scientist	\$157
Scientist	\$117
Sr. Hydrogeologist	\$239
Sr. GIS Specialist	\$141
GIS Specialist	\$89
Sr. Designer	\$143
Designer	\$124
Technician	\$101
Sr. Construction Manager	\$196
Construction Manager	\$170
Site Inspector	\$140
Administrative	\$71
Public Involvement Specialist	\$126

Our subconsultant rate schedules are also attached. We look forward to working with Pinellas County on this contract. Please let me know if you have any questions or need any additional information.

Regards,
CH2M HILL

A handwritten signature in blue ink, appearing to read "K. Watson", with a stylized flourish at the end.

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

**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

May 18, 2016

Classification	Hourly Rate
Principal	140
Project Manager	130
Senior Engineer	
Engineer	
Engineering Intern	
Senior Planner	
Planner	
Senior Scientist	
Scientist	
GIS Analyst	
GIS Technician	85
Senior CADD Technician	95
CADD Technician	85
Field Technician	60
Licensed Surveyor	130
Surveyor Technician	
Survey Crew (2-Man)	145
Clerical	52
Geologist	130
Party Chief	85
Instrument Man	60
Services	Hourly Rate
Other	Rate
3D Laser Scanner	217.50
F-550 250 Gallon Dry Vacuum Truck (4x4)	150
GPR/EM	65
25' Hydro Boat with Multi-beam Sonar, Heading RTK GPS and IMU	230
GPS	15
14" Hydro Boat with Multi-beam Sonar, Heading RTK GPS and IMU	60.00

SURVEYING TODAY WITH TOMORROW'S TECHNOLOGY



Jupiter Environmental Laboratories, Inc.
 150 S. Old Dixie Highway * Jupiter, FL 33458
 2608-B South 86th Street * Tampa, FL 33619

Standard Rates for Analytical Services for CH2M
 effective January 1, 2016

PARAMETER	METHOD	MATRIX	UNIT RATE
BTEX or VOH	8260	soil or water	\$ 45.00
VOA, VOH	8260	soil or water	\$ 70.00
PAH SIM	8270	soil or water	\$ 90.00
TPH	FL PRO	soil or water	\$ 60.00
SVOC	8270	soil or water	\$ 185.00
OC Pesticides	8081	soil or water	\$ 80.00
PCB	8082	soil or water	\$ 70.00
Herbicides	8151	soil or water	\$ 130.00
OP Pesticides	8141	soil or water	\$ 175.00
Metals (single)	6020 or 200.8	soil or water	\$ 20.00
Mercury, Ultra Trace	1631	soil or water	\$ 100.00
Metals, RCRA 4	6020 or 200.8	soil or water	\$ 50.00
Metals, RCRA 8	6020 or 200.8	soil or water	\$ 90.00
Metals, Priority Pollutant	6020 or 200.8	soil or water	\$ 110.00
Metals, TAL	6020 or 200.8	soil or water	\$ 140.00
Hexavalent Chromium	7196	soil or water	\$ 45.00
Anions, individual	SM4500	soil or water	\$ 17.00
EDB	8011	soil or water	\$ 60.00
Ammonia	350	soil or water	\$ 30.00
TKN	350	soil or water	\$ 30.00
TOC	9060	soil or water	\$ 45.00
Acelepryn, Orthene		soil or water	\$ 450.00
Lexicon		soil or water	\$ 250.00
Daconil		soil or water	\$ 200.00
Primo Maxx		soil or water	\$ 150.00
Trimec		soil or water	\$ 150.00
Chlorophyll a		soil or water	\$ 80.00
Chloride		soil or water	\$ 15.00
Algaecides (ag herbicides)		soil or water	\$ 600.00
Explosives	8330	soil or water	upon request
Perchlorate	1694	soil or water	upon request
Trace Pesticides	1694	soil or water	upon request
Trace Herbicides	1694	soil or water	upon request
Personal Care Products	1694	soil or water	upon request
Emerging Substances	1694	soil or water	upon request
PFOS / PFOA	1694	soil or water	upon request
Hormones	1694	soil or water	upon request
Pharmaceuticals	1694	soil or water	upon request
Sucralose	1694	soil or water	upon request
Brominated Flame Retardants	1694	soil or water	upon request

Project specific quotations available upon request.

Pharmaceuticals and Personal Care Products Compound List



Hormones and Steroids

Compound List

Steroids/Hormones	Test Method
17a-Ethinyl Estradiol	EPA 1694
17b-Estradiol	EPA 1694
Estriol	EPA 1694
Estrone	EPA 1694
Progesterone	EPA 1694
Testosterone	EPA 1694
Bisphenol A	EPA 1694
Diclofenac sodium salt	EPA 1694
4-para-Nonylphenol	EPA 1694
4-tert-Octylphenol	EPA 1694
Primidone	EPA 1694
4- Androstene-3,17-dione	EPA 1694
17a- Estradiol	EPA 1694

Total Price Per Sample : \$700.00

Pharmaceuticals

Compound List

Pharmaceuticals	Test Method
Acetaminophen	EPA 1694
Azithromycin	EPA 1694
Caffeine	EPA 1694
Carbamazepine	EPA 1694
Cotinine	EPA 1694
Fluoxetine	EPA 1694
Gemfibrozil	EPA 1694
Ibuprofen	EPA 1694
Iopromide	EPA 1694
Lincomycin	EPA 1694
Naproxen	EPA 1694
Sulfamethoxazole	EPA 1694
Trimethoprim	EPA 1694
Tylosin	EPA 1694
Ciprofloxacin HCL	EPA 1694
Erythromycin USP	EPA 1694
Sulfamethoxazole	EPA 1694
Triclosan	EPA 1694

Total Price Per Sample : \$969.20

Surfactants/Emulsifiers/Stabilizers

Compound List

Sur/Emul/Plast Stabilizer	Test Method
Bisphenol A	EPA 1694
4-tert-octylphenol	EPA 1696
p-Nonylphenol (Tech)	EPA 1694

Total Price Per Sample : \$87.50

Artificial Sweeteners and Caffeine

Compound List

Analytes	Test Method
Caffeine	EPA 1694
Sucrose	Custom
Sucralose	Custom
Aspartame	Custom

Total Price Per Sample : \$310.00

Anti-Bacterial Compounds

Compound List

Pharmaceuticals	Test
Triclocarban	EPA 1694
Triclosan	EPA 1694

Total Price Per Sample : \$275.00

Perfluorinated Compounds

Compound List

Perfluorinated Compounds	Test Method
PFOS	EPA 1694
PFOA	EPA 1694
PFBA	EPA 1694
PFHxA	EPA 1694
PFHpA	EPA 1694
PFNA	EPA 1694
PFDoA	EPA 1694
PFHxS	EPA 1694
PFDS	EPA 1694

Total Price Per Sample : \$900.00

Drugs of Abuse

Compound List

Drugs of Abuse	Test Method
Tramadol	EPA 1694
Meperidine	EPA 1694
Buprenorphine	EPA 1694
Methadone	EPA 1694
Hydrocodone	EPA 1694
Oxycodone	EPA 1694
Oxymorphone	EPA 1694
Cocaine	EPA 1694
Amphetamine	EPA 1694
Methamphetamine	EPA 1694
MDMA	EPA 1694
Morphine	EPA 1694
6-acetylmorphine	EPA 1694
Benzoyllecgonine	EPA 1694

Compound List

Drugs of Abuse	Test Method
Codeine	EPA 1694
Fentanyl	EPA 1694
Hydromorphone	EPA 1694
Meperidine	EPA 1694
Naloxone	EPA 1694
Naltrexone	EPA 1694
MDEA	EPA 1694
MDA	EPA 1694
Phentermine	EPA 1694
Heroin	EPA 1694
Cocaethylene	EPA 1694
Ecgonine Methyl Ester	EPA 1694

Total Price Per Sample : \$1,029.16

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

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

***3-person crew rates (8-hour day) include office support hours**



EXHIBIT A - GEOTECH RATES		
Labor Category	Hourly Rate ⁽¹⁾	Daily Rate ⁽²⁾
Engineering and Technical		
Project Manager	\$ 185.00	
Chief Engineer	\$ 225.00	
Senior Engineer	\$ 179.00	
Project Engineer	\$ 149.00	
Engineer	\$ 135.00	
Geologist	\$ 95.00	
Senior Technician	\$ 78.00	
Technician	\$ 65.00	
CADD Technician	\$ 78.00	
Administration	\$ 67.00	

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

⁽²⁾ Daily rate, if requested, assumes 8 hour day.

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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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- (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	\$ 2,000,000.00

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.

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

THIS AGREEMENT, entered into on the 9th day of Nov 20 16 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Geosyntec Consultants, Inc., with offices in Clearwater, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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: Geosyntec Consultants, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: [Signature]
Print Name: Jon S. Dickinson
Title: CFO Date: 28 June '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

GEOSYNTEC CONSULTANTS RATE SCHEDULE

Pinellas County Engineering and Environmental Consulting Services (156-0095-CN)

Classification	Hourly Rate
Staff Professional	\$118
Senior Staff Professional	\$138
Professional	\$158
Project Professional	\$180
Senior Professional	\$202
Principal	\$222
Senior Principal	\$240
Engineering Technician I	\$ 60
Engineering Technician II	\$ 67
Senior Engineering Technician I	\$ 74
Senior Engineering Technician II	\$ 78
Site Manager I	\$ 85
Site Manager II	\$ 95
Construction Manager I	\$108
Construction Manager II	\$120
Designer	\$130
Senior Drafter/Senior CADD Operator	\$ 115
Drafter/CADD Operator/Artist	\$ 106
Project Administrator	\$ 62
Clerical	\$ 50

Services	Unit	Rate Per unit
<i>Water Level Meter</i>	day	\$20.00
<i>Water Quality Meter (YSI style multi parameter)</i>	day	\$100.00
<i>Turbidity Meter</i>	day	\$25.00
<i>Field Sampling Supplies (ice, filters, jars, foil, etc.)</i>	day	\$25.00
<i>Stormwater Autosampler (ISCO style)</i>	month	\$400.00
<i>Stormwater Autosampler (ISCO style) w/ telemetry</i>	month	\$600.00
<i>GPS Unit</i>	day	\$20.00
<i>Digital Camera</i>	day	\$20.00
<i>Peristaltic Pump</i>	day	\$25.00
<i>Centrifugal Pump</i>	day	\$50.00
<i>Generator</i>	day	\$60.00
<i>Courier / Express Delivery Service</i>	delivery	\$20.00

Other	Rate
Specialized Computer Applications (per hour)	\$ 15

Each hourly rate is fully loaded (burdened), including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. It is understood that travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Florida Statutes. No overhead and operating margin will be applied for sub-consultant services. The rates will be held firm for the contract term of 5 years.



May 20th, 2016

EXHIBIT A

Applied Ecology, Inc. rates for the Professional Engineering and Environmental Consulting Services

These rates will apply for the length of the contract (2016-2020).

Classification	Hourly Rate
Principal	\$170.20
Project Manager	\$148.90
Senior Engineer	\$122.30
Senior Scientist	\$117.00
Scientist	\$95.70
GIS Analyst	\$95.70
GIS Technician	\$63.80
Field Technician	\$63.80
Clerical	\$47.90

Other	Rate
YSI Pro, per day (includes all calibration disposable materials)	\$80
Handheld/tablet submeter GPS (Trimble GeoXT, SxBlue, or equivalent), per day/week	\$75/\$200



2201 N.W. 40th TERRACE
GAINESVILLE, FLORIDA 32605-3574
TEL: 386-256-1477
FAX: 855-281-6884

www.appliedtm.com

Classification	Hourly Rate
Principal	\$205.00
Project Manager	\$185.00
Senior Engineer	\$170.00
Engineer	\$138.00
Engineering Intern	\$95.00
Senior Scientist	\$160.00
Scientist	\$119.00
GIS Technician	\$95.00
Senior CADD Technician	\$95.00
CADD Technician	\$85.00
Field Technician	\$90.00
Technical Editor	\$90.00
Clerical	\$65.00



Exhibit A
Wage Rates
The Balmoral Group

Classification	Hourly Rate
Principal	\$190.40
Economist	\$110.72
Research Economist	\$93.46
Research Analyst	\$62.11

Services	Hourly Rate
N/A	

Other	Rate
N/A	



DEUEL & ASSOCIATES -

CONSULTING ENGINEERS * LAND SURVEYORS * LAND PLANNERS

565 S. Hercules Avenue, Clearwater, FL 33764

Office (727) 822-4151 Fax (727) 821-7255

Direct Hourly Rates- Pinellas County

Job Classification	Rate (\$ / hour) Typical
Senior Vice President	175.00
Vice President/Officer-in-Charge	160.00
Senior Project Manager/Group Manager	150.00
Project Manager/Associate Principal	125.00
Construction Manager	100.00
Construction Engineer	90.00
Senior Engineer/Scientist	95.00
Engineer/Scientist (I-III)	85.00
Planner	65.00
Landscape Architect	65.00
Field Technician	75.00
Senior Designer	75.00
Drafter/CADD Operator	75.00
Fiscal/Accounting	60.00
Administrative/Clerical	45.00
Survey Principal, PSM	125.00
Survey Project Manager, PSM	110.00
Survey CADD Operator	75.00
Survey Supervisor	75.00
Survey Design Technician	60.00
Survey Field Crew (3 man)	125.00
Survey Field Crew (2 man)	95.00



Frydenborg EcoLogic
5016 Crestwood Ct.
Tallahassee, FL
32311
(850) 228-4658
russ@frecologic.com
www.frecologic.com

Classification	Hourly Rate
Project Manager	\$150
Senior Scientist	\$100

Other	Rate
Boat Rental	\$100/day
Hydrolab Rental	\$50/day
Li-Cor Underwater Irradiance Meter Rental	\$50/day
GPS and Camera Rental	\$25/day

EXHIBIT A



Professional Engineering and Environmental Consulting Services

RFP# 156-0095-CN (RW)

Burdened Rate Schedule for Gemini Engineering & Sciences, Inc. to be applied during the contract term.

Classification	Hourly Rate
Project Manager	\$166.60
Senior Engineer	\$157.51
Staff Engineer	\$121.16
Engineering Intern	\$87.85
Scientist	\$87.85
Senior GIS Analyst	\$103.00
GIS Analyst	\$87.23
Administrative	\$51.49

Classification	Hourly Rate
Principal	
Project Manager	
Senior Engineer	
Engineer	
Engineering Intern	
Senior Planner	
Planner	
Senior Scientist	\$130
Scientist	

Services	Hourly Rate

Other	Rate
Travel costs are based on State of Florida mileage and per diem rates	

Submitted by: Eric H. Livingston, Managing Partner

Watershed Management Services, LLC

410 White Oak Drive

Crawfordville, FL 32327

Phone: 850/926-5310

Email: Stormwater.godfather@yahoo.com



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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

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

- (4) 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	\$ 2,000,000.00

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.

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

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 Jones Edmunds & Associates, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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: Jones Edmunds & Associates, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: Kenneth Vogel
 Print Name: Kenneth S. Vogel, PE
 Title: Senior Vice President Date: 7/8/2016



By: Cyflus
 Chairman Date: 8-9-16

ATTEST:
 Ken Burke, Clerk of the Circuit Court

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

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: Boy D. St
 Office of the County Attorney



EXHIBIT A

SCHEDULE OF RATE VALUES

Prime Consultant: Jones Edmunds & Associates, Inc.

Pinellas County Engineering & Environmental Consulting Services (RFP 156-0095-CN)

Classification	Hourly Rate
Principal	\$250
Project Manager	\$190
Senior Engineer	\$206
Engineer	\$138
Engineering Intern	\$103
Senior Planner	N/A
Planner	N/A
Senior Scientist	\$160
Scientist	\$100
GIS Analyst	\$131
GIS Technician	\$105
Senior CADD Technician	\$115
CADD Technician	\$100
Field Technician Environmental	\$88
Licensed Surveyor	N/A
Surveyor Technician	N/A
Survey Crew	N/A
Clerical	\$71
Construction Administrator	\$150
Field Representative Construction	\$110
Database Administrator	\$160
Designer (BS, MS, PhD Engineering)	\$135
Senior Project Manager	\$225
Senior GIS Analyst	\$160
Project Engineer	\$150
Senior Field Technician Environmental	\$105
Senior Clerical	\$90

DEGROVE

SURVEYORS, INC

SCHEDULE OF RATE VALUES

Prime Consultant: Jones Edmunds & Associates, Inc.
Subconsultant: Degrove Surveyors, Inc.

Pinellas County Engineering & Environmental Consulting Services
RFP 156-0095-CN

Classification	Hourly Rate
Principal	\$145.00
Project Manager	\$125.00
Senior Engineer	N/A
Engineer	N/A
Engineering Intern	N/A
Senior Planner	N/A
Planner	N/A
Senior Scientist	N/A
Scientist	N/A
GIS Analyst	N/A
GIS Technician	N/A
Senior CADD Technician	\$95.00
CADD Technician	\$80.00
Field Technician	N/A
Licensed Surveyor	\$115.00
Surveyor Technician	\$75.00
Survey Crew (2 person)	\$130.00
Clerical	\$52.00

2131 CORPORATE SQUARE BLVD.
JACKSONVILLE, FLORIDA 32216
(904) 722 0400 • FAX (904) 722 0402

605 N.W. 53rd AVENUE • Suite A11a
GAINESVILLE, FLORIDA 32609
(352) 338-9667 • FAX (352) 338-9677

WWW.DEGROVE.COM



SCHEDULE OF RATE VALUES

Prime Consultant: Jones Edmunds & Associates, Inc.

Pinellas County Engineering & Environmental Consulting Services (RFP 156-0095-CN)

Classification	Hourly Rate
Principal	\$175.00
Project Manager	
Senior Engineer	
Engineer	
Engineering Intern	
Senior Planner	
Planner	
Senior Scientist	\$104.50
Scientist	\$85.50
GIS Analyst	
GIS Technician	
Senior CADD Technician	
CADD Technician	
Field Technician	
Licensed Surveyor	
Surveyor Technician	
Survey Crew	
Clerical	



Date: May 13, 2016

Reference: Pinellas County Engineering and Environmental Consulting Services
RFP 156-0095-CN
Prime Consultant: Jones Edmunds & Associates, Inc.

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

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



*Environmental Engineers,
Scientists, & Planners*

SCHEDULE OF RATE VALUES

Prime Consultant: Jones Edmunds & Associates, Inc.

Subconsultant: Water & Air Research, Inc.

Pinellas County Engineering & Environmental Consulting Services (RFP 156-0095-CN)

Principal Engineer	\$180.00
Principal Scientist	\$160.00
Senior Engineer	\$155.00
Senior Scientist	\$135.00
Project Engineer	\$120.00
Project Scientist	\$105.00
Engineer II	\$100.00
Scientist II	\$95.00
Engineer	\$95.00
Scientist	\$90.00
Associate Engineer	\$85.00
Associate Scientist	\$85.00
Project Coordinator/Editor/Writer	\$90.00
GIS/Graphics Production Specialist	\$85.00
Senior Technician	\$70.00
Administrative Services	\$70.00
Technician	\$60.00
Associate Technician	\$55.00
Technical Aide	\$45.00

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businessdev@waterandair.com
www.waterandair.com

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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000.00
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- (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	\$ 2,000,000.00

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.

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING
SERVICES FOR Public Works**

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 Singhofen & Associates, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY's Public Works Department requires **PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES** associated with design, analysis and related engineering and environmental services on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES requisite to the management needs of the COUNTY's Public Works Department, and

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

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

SECTION 2 GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide services relating to performing, on an as needed basis, various engineering and environmental professional services as part of the COUNTY'S operational needs.

Services under this contract will include, but not be limited to professional engineering, biological, environmental and planning services related to watershed management planning and environmental studies. Watershed planning duties may include developing or updating hydraulic/hydrologic modeling, water quality modeling, engineering and drainage design, related Geographic information system (GIS) tasks, boundary and topographic surveying and mapping, geotechnical services and peer review of watershed management plan deliverables. Environmental studies may include development of work plans and study designs, field data collection including biological, sediment and water quality, ecological evaluations, statistical and spatial analysis, and recommending Best Management Practices (BMPs) to improve drainage, water quality, natural habitats and recreational opportunities within the study areas

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work assignments shall be made by the COUNTY's Director of Public Works or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a 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. The CONSULTANT shall submit the schedule as a Microsoft Project file. 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.

All Services specified in this AGREEMENT will comply with Pinellas County's new requirement to utilize Civil 3D Pinellas County Kit Requirements (latest version).

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 Services requiring Computer assisted Design and Drafting (CADD) and/or Geographic Information Systems (GIS) shall utilize AutoCAD Civil 3D and/or ESRI ArcMap 10.3 or latest version supported by Pinellas County.
- 3.1.3 If required, the CONSULTANT shall provide electronic files for all work prepared using AutoCAD or GIS, complete with all objects depicted according to Pinellas County 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. Preliminary design, Final design and Post design services such as: Drainage studies and investigations, Preliminary engineering studies, Project scope preparation, Project design, Bidding assistance, Conduct/assist in public information meetings, Utility coordination, Land surveying services (must conform

to COUNTY survey standards), Geotechnical services, Access connection, Environmental permitting services, Cost estimating, Construction engineering and Inspection.

- E. Technical review of Environmental regulations and supporting documents.
- F. Review or update Hydraulic and Hydrologic models including ICPR, SWIMM, or other modeling software.
- G. Review or update Water Quality models including pollutant loading, or other modeling software.
- H. Review new LIDAR data or updates based on topographic updates from studies.
- I. Peer review of ongoing studies.
- J. Support the County in environmental services, data management, and any other environmental work needed. Work may require water quality, sediment, and biological sampling, laboratory or data analysis, and reporting.
- K. Floodplain management support.
- L. Project Management support and preparation of independent cost estimates.
- M. Status meetings at a minimum of one each month or as required and specified in the work assignment.
- N. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to work assignments, which the COUNTY may have in its possession.

- B. Sample copies of the COUNTY standard contract documents and specifications, if required.

Unless explicitly expressed otherwise, COUNTY makes no representation regarding the completeness, accuracy, or timeliness of any information provided or that such information and data will be error-free.

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed one million one hundred thousand dollars (\$ 1,100,000.00). 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. Work assignments require approval 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. The CONSULTANT may propose an alternate subconsultant other than one provided on the original RFP team or an additional subconsultant, however, CONSULTANT shall provide a written explanation for the substitution. Any subconsultant not listed as part of the CONSULTANT's team at the time of contract award shall be subject to approval by the Director of Public Works in writing prior to CONSULTANT engaging an alternate subconsultant for an individual work assignment. Substitute subconsultant shall have labor rates and labor categories consistent with those presented in the original agreement and shall not cause an increase the original contract award amount.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designee. During or following completion of services provided by the CONSULTANT, the COUNTY may evaluate CONSULTANT's performance. The results of completed evaluation(s) may be used to determine the CONSULTANT's qualification on future projects.

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 term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

This Agreement constitutes, together with the RFP, Addenda, the proposer's response, to the extent those are referenced or contained in an Exhibit, as well as any other 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: Singhofen & Associates, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: Kent Boulicault

Title: Vice President

Date: 06/23/2016

By: 

Chairman

Date: 8-9-16

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Deputy Clerk

Date: 8-9-16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

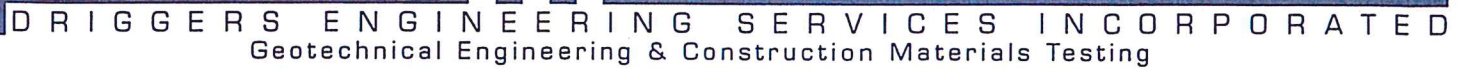
Office of the County Attorney



EXHIBIT A
HOURLY RATE SCHEDULE
JUNE 23, 2016

Classification	Hourly Rate
Principal	\$225.00
Project Manager	\$195.00
Senior Engineer	\$190.00
Engineer	\$138.00
Engineering Intern	\$103.00
Senior Scientist	\$140.00
Scientist	\$110.00
GIS Analyst	\$120.00
GIS Technician	\$100.00
Senior CADD Technician	\$120.00
CADD Technician	\$100.00
Field Technician	\$80.00
Senior Clerical (Administrative)	\$86.00
Clerical	\$60.00

Other	Hourly Rate
Resident Project Representative (Construction Field Representative)	\$115.00



Services	Hourly Rate

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

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

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



GREELEY AND HANSEN

1715 N. West Shore Boulevard, Suite 464
Tampa, Florida 33607
p 813 873 3666
f 813 873 3637
www.greeley-hansen.com

**EXHIBIT A
ENGINEERING AND ENVIRONMENTAL CONSULTING SERVICES (156-0095-CN)**

REVISED SCHEDULE OF RATE VALUES

**Greeley and Hansen LLC
June 30, 2016**

Classification	Hourly Rate
Principal	\$252.00
Project Manager	\$191.00
Senior Engineer	\$198.00
Engineer	\$142.00
Engineering Intern	\$106.00
Senior CADD Technician	\$110.00
CADD Technician	\$99.00
Clerical	\$73.00

Other	Rate
Construction Manager	\$200.00
Sr. Construction Project Representative	\$150.00
Construction Project Representative	\$134.00



500 West Fulton Street
Sanford, FL 32771
Phone: 407.322.6841
Fax: 407.330.0639

Exhibit A

CPH, Inc.

Schedule of Rate Values

Principal	\$184	Project Coordinator	\$104
Sr. Project Manager	\$173		
Project Manager	\$161	Sr. Design Technician	\$121
Professional Engineer	\$150	Design Technician	\$104.64
Sr. Project Engineer	\$144	Sr. CADD Technician	\$98
Project Engineer	\$132	CADD Technician	\$86
Project Designer	\$104.27		
		Administrative	\$86
Principal Traffic Engineer	\$184	Clerical II	\$69
Sr. Traffic Engineer	\$155	Clerical I	\$46
Traffic Engineer	\$132		
Traffic Analyst	\$121	Senior Graphic Designer	\$144
		Graphic Designer	\$86
Principal Environmental Scientist	\$184		
Senior Environmental Scientist	\$144	Sr. Construction Manager	\$138
Lead Environmental Scientist	\$121	Construction Manager	\$121
Environmental Scientist	\$109	Construction Field Representative II	\$115
GIS Analyst	\$121	Construction Field Personnel I	\$92
Arborist	\$144		
		Principal Surveyor	\$184
Principal Planner	\$184	Sr. Professional Surveyor	\$150
Sr. Planner	\$150	Professional Surveyor and Mapper	\$133.92
Planner	\$110.40	Field Technician/Designer	\$89
		Surveyor in Training	\$115
Principal Architect	\$184	Survey Project Manager/CADD	\$115
Sr. Architect	\$161	Field Crew Coordinator	\$109
Senior Architectural Manager	\$144	Survey Party Chief	\$86
Architect	\$138	Survey Instrument Man	\$75
Architectural Designer	\$121	Surveying Sr CADD Tech	\$104
Architectural Coordinator	\$98	Surveying CADD Tech	\$86
		Survey Crew (2 Man)	\$155
Principal Structural Engineer	\$184	Survey Crew (Construction Staking - 2 Man)	\$184
Senior Structural Engineer	\$161	Survey Crew (3 Man)	\$178
Structural Engineer	\$132	GPS (1 Man) / Robotics	\$150
		GPS (2 Man)	\$190
Principal MEP Engineer	\$184	1 Man Scanner/Laser Survey Crew	\$305
MEP Project Designer	\$127	2 Man Scanner/Laser Survey Crew	\$334
MEP Design Technician	\$109		
Principal Landscape Architect	\$184		
Sr. Landscape Architect	\$144		
Landscape Architect	\$121		
Sr. Landscape Designer	\$115		
Landscape Designer	\$98		



4200 West Cypress Street
Suite 450
Tampa, FL 33607
813.207.7200 phone
813.207.7201 fax

www.esassoc.com

June 22, 2016

Kent Boulicault
Principal Engineer
Singhofen & Associates, Inc.
11723 Orpington St., Suite 100
Orlando, FL 32817
407.679.3001

Subject: Pinellas County Request for Proposal for Engineering and Environmental Consulting Services (156-0095-CN) - Exhibit A – Fully Burdened Billing Rates for ESA

Dear Mr. Boulicault:

Per your request, the table below provides the revised fully burdened hourly billing rates for ESA labor classifications applicable to the above referenced solicitation. If you have any questions or concerns please contact me at your convenience.

Classification	Hourly Rate
Principal	\$240.00
Project Manager	\$185.00
Senior Engineer	\$200.00
Engineer	\$138.00
Senior Planner	\$155.00
Planner	\$113.00
Senior Scientist	\$155.00
Scientist	\$118.00
GIS Analyst	\$120.00
GIS Technician	\$100.00
Field Technician	\$89.00
Clerical	\$71.00

Sincerely,

Doug Robison, M.S., PWS
ESA - Vice President/Senior Scientist



Utilities Engineering Consulting Services

Rate Schedule for Professional Services

ASRus, LLC

Tampa, FL

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

Services	Rate
Other	Rate

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

6/22/2016

1 of 1



Michael Singer Inc.

www.michaelsinger.com info@michaelsinger.com

Studio North P.O. Box 682, Wilmington, VT, 05363
p. 802.464.2165

Studio South 321 NW 1st Ave, Delray Beach, FL, 33444
p. 561.865.7683

Pinellas County Engineering and Environmental Consulting Services (156-0095-CN)

Rates for Planning / Design Services Exhibit A 5.1816

Classification	Hourly Rate
Principal – Michael Singer	\$190
Project Manager / Senior Planner – Jason Bregman	\$145
Senior Planner – Jonathan Fogelson	\$145
Planner – Studio Staff	\$110

Steven L. Anderson, Jr., PSM, PLS
 Charles M. Arnett, PSM
 Michael L. Dougherty, PSM
 Bruce C. Ducker, PSM
 James M. Dunn, II, PSM
 Thomas F. Ferguson, PSM
 Ronnie A. Figueroa, PSM, GISP
 Tate B. Flowers, PLS
 Robert W. Gardner, PSM
 Brian R. Garvey, PE, GISP
 Daniel J. Henry, PSM, PLS
 Matthew G. Jennings, RLS
 Gary B. Krick, PSM
 Brad J. Lashley, PSM, PLS
 Myron F. Lucas, PSM
 James E. Mazurak, PSM
 Thomas K. Mead, PSM, PLS
 Timothy O. Mosby, PSM



Southeastern Surveying and Mapping Corporation
Serving the Southeast Since 1972
www.southeasternsurveying.com
info@southeasternsurveying.com

James L. Petersen, PSM
 Eddie L. Richardson, PSM
 William C. Rowe, PSM
 Tony G. Syfrett, PSM, PLS
 John S. Thomas, PSM
 Edward W. Wackerman, PSM
 Thomas P. Young, Jr., PSM, GISP
 Kirk R. Hall, EI, GISP
 Brad A. Stroppel, EI, GISP
 Catherine E. Galgano, GISP
 Cheryl A. Isenberg, GISP
 Brian E. Latchaw, GISP
 Patrick J. Phillips, GISP
 Donna L. Hendrix, CST IV
 Frank B. Henry, CST IV
 David M. Rentfrow, CST IV
 Celeste B. van Gelder, CST IV

Land Surveying & Mapping Services • Sub-Surface Utility Designation & Location Services • Geographic Information Systems • GPS Asset Inventories

Exhibit A

Classification	Hourly Rate
Professional Surveyor & Mapper/PSM	126.00
Senior Technician	94.00
CAD Technician	83.00
2 Man Survey Field Crew	126.00
3 Man Survey Field Crew	159.00
4 Man Survey Field Crew	182.00
Professional Engineer	126.00
GIS Analyst	94.00
GIS Technician	83.00
1 Man GPS Crew (sub-meter)	73.00
2 Man GPS Crew (sub-meter)	126.00
Utility Division Project Manager	126.00
Utility Senior Technician	94.00
2 Man Utility Crew	203.00
3 Man Utility Crew	235.00
Utility Coordinator	94.00
Exploratory Excavation Projects	313.00
1 Man Crew Concrete Radar Mapping/Imaging	203.00

Services	Each
1 Test Hole/Dirt	449.00
1 Test Hole/Asphalt/Concrete	558.00
2 - 19 Test Holes/Dirt	384.00
2 - 19 Test Holes/Asphalt/Concrete	438.00
20 - 49 Test Holes/dirt	351.00
20 - 49 Test Holes/asphalt/concrete	395.00
50 - 99 Test Holes/dirt	302.00
50 - 99 Test Holes/asphalt/concrete	351.00
100 or more Test Holes/dirt	268.00
100 or more Test Holes/asphalt/concrete	306.00
GPR Bore Route	547.00
1 - 9 Monitoring Wells/Soil Samples	274.00
10 - 19 Monitoring Wells/Soil Samples	220.00
20 - 49 Monitoring Wells/Soil Samples	165.00

Other	Rate
MOT Lane Closures (per day)	576.00
MOT Lane Closures (per night)	768.00
Closed Circuit Television (CCTV) Services are quoted on a task by task basis per requirements	



Exhibit A
Wage Rates
The Balmoral Group

Classification	Hourly Rate
Principal	\$190.40
Economist	\$110.72
Research Economist	\$93.46
Research Analyst	\$62.11

Services	Hourly Rate
N/A	

Other	Rate
N/A	

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

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

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

3. **INSURANCE:**
 - a) Proposal submittals should include, the Proposers current Certificate(s) of Insurance in accordance with the insurance requirements listed below. If Proposer does not currently meet insurance requirements, proposer/bidder/quoter shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
 - b) Within 10 days of **contract award** and prior to commencement of work, Proposer shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that proposer include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 3.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
 - c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
 - d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
 - e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Proposer to the County at least thirty (30) days prior to the expiration date.
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
 - f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- 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. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

Limit	Florida Statutory
Employers' Liability Limits	
Per Employee	\$ 500,000.00
Per Employee Disease	\$ 500,000.00
Policy Limit Disease	\$ 500,000.00

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

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

Limits

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

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

Limit

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

- (4) 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	\$ 2,000,000.00

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.