



Staff Report

File #: 15-859, **Version:** 1 approved by Board of County Commissioners **Agenda Date:** 6/21/2016

Subject:

Ranking of firms and execution of agreements with the top five ranked firms for requirements of continuing material testing consulting services.

Recommended Action:

Approve the ranking of firms and execution of agreements with the top five (5) ranked firms for requirements of continuing consulting services for material testing relating to construction projects such as soil and concrete analysis and other quality control measures:

1. Ardaman & Associates, Inc.
2. AREHNA Engineering, Inc.
3. Driggers Engineering, Inc.
4. GHD Services, Inc.
5. Terracon Consultants, Inc.

Contract No. 156-0100-CN(RW); the upset limit over the five (5) year term is \$1,800,000.00 for each firm for a total of \$9,000,000.00; Chairman to sign and Clerk of Circuit Court to attest.

Strategic Plan:

Foster Continual Economic Growth and Vitality

4.4 Invest in infrastructure to meet current and future needs.

Summary:

The purpose of this contract is to provide material testing consulting services on a continuing basis to support various operating and maintenance issues and numerous projects identified in the Capital Improvement Plan (CIP).

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

Background Information:

On January 22, 2016, the Purchasing Department, in accordance with the Consultant Competitive Negotiation Act (CCNA) and on behalf of the Department of Public Works Transportation and Stormwater Construction Management Division, released a request for proposal (RFP) to obtain the services of qualified consulting engineering firms for material testing projects. The ranking of firms was completed March 23, 2016.

An agreement with each of the top five (5) ranked firms has been negotiated by staff and is presented to the Board of County Commissioners for consideration. All rates for prime consultants and sub-consultants were evaluated to determine competitiveness based on current market conditions. Negotiations achieved rate reductions ranging from three (3) to seventy-eight (78) percent as compared to the original submittals.

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

Fiscal Impact:

The upset limit over the five (5) year term of the contract is \$1,800,000.00 for each firm for a total of \$9,000,000.00. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to this contract pending the negotiated rates remaining the same.

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

Staff Member Responsible:

Paul Giuliani, Manager, Construction Management, Division of Transportation and Stormwater,
Public Works

Joe Lauro, Director, Purchasing

Partners:

N/A

Attachments:

Agreements

Ranking Spreadsheet

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
156-0100-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Construction Management Division of Transportation and Stormwater**

THIS AGREEMENT, entered into on the 21st day of June 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 Ardaman & Associates, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Construction Management Division of Transportation and Stormwater

requires **PROFESSIONAL MATERIAL TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING SERVICES requisite to the management needs of the COUNTY Construction Management Division of Transportation and Stormwater, 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 requires the support of the CONSULTANT for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital improvement Program (CIP) and other COUNTY projects as required.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the CONSULTANT. Work assignments shall be prepared by the County-assigned project manager and approved by the Construction Management Division Manager or designee. The CONSULTANT may be required to prepare a proposal letter, schedule, and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The CONSULTANT shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTANT RESPONSIBILITIES

- 2.3.1 It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT'S work shall comply with all applicable laws, rules, standards, regulations, or other applicable authority.
- 2.3.2 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.
- 2.3.3. 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. The CONSULTANT shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by the COUNTY. The CONSULTANT shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by the COUNTY upon request.
- 2.3.4. The CONSULTANT shall endorse all reports and calculations. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- 2.3.5. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within twenty-four (24) hours of receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports. Comments made by the COUNTY on Preliminary Reports shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be tested by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any

laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

2.51 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.

2.52 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

The CONSULTANT efforts required under this AGREEMENT will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

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 ensure their proper and timely completion in accordance with the following:

Final reports shall be received by the COUNTY in a timely manner, but in no case shall the receipt of the reports exceed twenty-one (21) calendar days from the test date. Preliminary reports shall be submitted within twenty-four (24) hours of sample pick-up or delivery time.

**SECTION 5
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

5.1 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.

5.2 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 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

5.3 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.

5.4 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 6
COMPENSATION TO THE CONSULTANT**

6.1 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.

6.2 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 eight hundred thousand dollars (\$1,800,000.00). 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.

6.3 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 7 WORK ASSIGNMENTS

7.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term and authorization by an approved purchase order.

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

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 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.

8.2 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 Construction Management Section Manager or Designee 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 9 SATISFACTORY PERFORMANCE

In addition to any other standard for 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 Construction Management Section Manager or designee.

SECTION 10 RESOLUTION OF DISAGREEMENTS

10.1 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.

10.2 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 11 CONSULTANTS ACCOUNTING RECORDS

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

11.2 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.

11.3 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.

11.4 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 12 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion of the Work Assignment or termination of this Agreement,

12.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with the Work Assignments and 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.

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

SECTION 13 INSURANCE COVERAGE

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

SECTION 14 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 15
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 16
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 17
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 18
SUCCESSORS AND ASSIGNS**

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

**SECTION 19
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 20
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 21 TERMINATION OF AGREEMENT

21.1 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.

21.2 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

22.1 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 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24
EXTENT OF AGREEMENT**

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

**SECTION 25
PUBLIC ENTITY CRIMES**

25.1 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.

25.2 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 26
PUBLIC RECORDS**

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


SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION

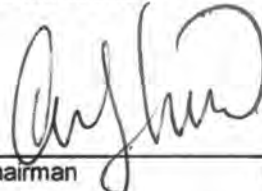
This Agreement shall be governed by the laws of the State of Florida.

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

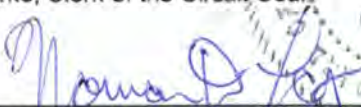
Firm Name: Ardaman & Associates, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Ernest A. Cox III PE
Title: Sr. Vice President Date: 5/6/16

By: 
Chairman Date: 6/2/16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 6/2/16



(CORPORATE SEAL)

APPROVED AS TO FORM

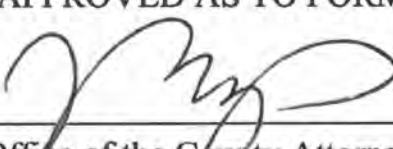
By: 
Office of the County Attorney

Exhibit A
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	<u>\$235 per each</u>
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	<u>\$220 per set</u>
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	<u>\$345 per set</u>
4. Field Densities (Sand Cone, AASHTO T-191)	<u>\$107 per each</u>
5. Field Densities (Nuclear Method, AASHTO T-238)	<u>\$82 per each</u>
6. Limerock Thickness Determinations	<u>\$98 per each</u>
7. Limerock Thickness Determinations (more than 10 1/2")	<u>\$108 per each</u>
8. Limerock Bearing Ratio (FM 5-515)	<u>\$450 per each</u>
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	<u>\$330 per each</u>
10. Turbidity Test (Nephelometric Method – 214-A)	<u>\$89 per each</u>
11. Soil Cement Mix Design	<u>\$900 per each</u>
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	<u>\$515 per set</u>
13. Hour Technician Time (Monitoring Soil Cement Installation)	<u>\$65 per hour</u>
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	<u>\$180 per each</u>
15. Soils Classifications per ASTM D-2487	<u>\$226 per each</u>
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	<u>\$600 per each</u>
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	<u>\$65 per hour</u>
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	<u>\$515 per each</u>
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	<u>\$575 per each</u>
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	<u>\$418 per each</u>

Exhibit A
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

21. Determining the PH of Soil and Water (FM1-T032)	<u>\$128 per each</u>
22. Resistivity of Soil and Water (FM5-551)	<u>\$145 per each</u>
23. Chloride in Soil and Water (FM 5-552)	<u>\$140 per each</u>
24. Sulfate in Soil and Water (FM 5-553)	<u>\$140 per each</u>
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)	<u>\$140 per each</u>
26. Specific Gravity of Coarse Aggregate – AASHTO T85-81	<u>\$195 per each</u>
27. Turbidity Test (Saturday, Sunday or Holiday work only) (Nephelometric Method 214-A)	<u>\$160 per each</u>
28. Hand Auger Borings (per lineal foot)	<u>\$43.50 per l.f.</u>
29. Organic Content (FM H-267)	<u>\$155 per each</u>
30. Standard Percolation Test	<u>\$525 per each</u>
31. Corrosivity Series (Resistance, pH, SO_4 , CL) (FDOT Method)	<u>\$325 per each</u>
32. Air Content of Fresh concrete (ASTM C173 or C231)	<u>\$25 per each</u>
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	<u>\$240 per set</u>
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)	<u>\$65 per each</u>
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	<u>\$70 per hour</u>
36. Coring of Hardened Concrete (ASTM C42)	<u>\$130 per hour</u>
37. Laboratory Compression of Concrete Cores (ASTM C39)	<u>\$65 per each</u>
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	<u>\$198 per each</u>
39. Los Angeles Abrasion (ASTM C535 – 09)	<u>\$745 per each</u>
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	<u>\$198 per each</u>
41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925).	<u>\$498 per each</u>
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	<u>\$105 per trip</u>
43. Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	<u>\$400 per each</u>



Ardaman & Associates, Inc.

Exhibit A
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. \$308 per each
45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. \$226 per each
46. Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. \$72 per each

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.



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

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

Limits

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

- (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	\$ 1,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

156-0100-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Construction Management Division of Transportation and Stormwater**

THIS AGREEMENT, entered into on the 21st day of JUNE 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 AREHNA Engineering, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Construction Management Division of Transportation and Stormwater

requires **PROFESSIONAL MATERIAL TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING SERVICES requisite to the management needs of the COUNTY Construction Management Division of Transportation and Stormwater, 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 requires the support of the CONSULTANT for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital improvement Program (CIP) and other COUNTY projects as required.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the CONSULTANT. Work assignments shall be prepared by the County-assigned project manager and approved by the Construction Management Division Manager or designee. The CONSULTANT may be required to prepare a proposal letter, schedule, and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The CONSULTANT shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTANT RESPONSIBILITIES

- 2.3.1 It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT'S work shall comply with all applicable laws, rules, standards, regulations, or other applicable authority.
- 2.3.2 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.
- 2.3.3. 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. The CONSULTANT shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by the COUNTY. The CONSULTANT shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by the COUNTY upon request.
- 2.3.4. The CONSULTANT shall endorse all reports and calculations. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- 2.3.5. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within twenty-four (24) hours of receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports. Comments made by the COUNTY on Preliminary Reports shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be tested by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any

laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

2.51 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.

2.5.2 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

The CONSULTANT efforts required under this AGREEMENT will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

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 ensure their proper and timely completion in accordance with the following:

Final reports shall be received by the COUNTY in a timely manner, but in no case shall the receipt of the reports exceed twenty-one (21) calendar days from the test date. Preliminary reports shall be submitted within twenty-four (24) hours of sample pick-up or delivery time.

**SECTION 5
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

5.1 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.

5.2 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 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

5.3 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.

5.4 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 6
COMPENSATION TO THE CONSULTANT**

6.1 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.

6.2 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 eight hundred thousand dollars (\$1,800,000.00). 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.

6.3 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 7 WORK ASSIGNMENTS

7.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term and authorization by an approved purchase order.

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

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 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.

8.2 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 Construction Management Section Manager or Designee 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 9 SATISFACTORY PERFORMANCE

In addition to any other standard for 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 Construction Management Section Manager or designee.

SECTION 10 RESOLUTION OF DISAGREEMENTS

10.1 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.

10.2 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 11 CONSULTANTS ACCOUNTING RECORDS

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

11.2 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.

11.3 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.

11.4 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 12 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion of the Work Assignment or termination of this Agreement,

12.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with the Work Assignments and 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.

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

SECTION 13 INSURANCE COVERAGE

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

SECTION 14 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 15
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 16
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 17
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 18
SUCCESSORS AND ASSIGNS**

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

**SECTION 19
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 20
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 21 TERMINATION OF AGREEMENT

21.1 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.

21.2 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

22.1 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 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24
EXTENT OF AGREEMENT**

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

**SECTION 25
PUBLIC ENTITY CRIMES**

25.1 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.

25.2 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 26
PUBLIC RECORDS**

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

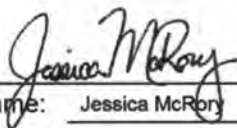
**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**

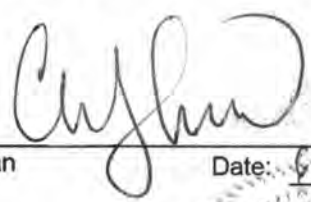
This Agreement shall be governed by the laws of the State of Florida.

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

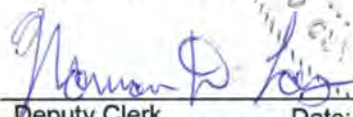
Firm Name: AREHNA Engineering, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Jessica McRory
Title: President Date: 5/6/2016

By: 
Chairman Date: 6/21/16

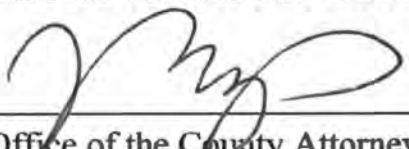
ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 6/21/16



(CORPORATE SEAL)

APPROVED AS TO FORM

By: 
Office of the County Attorney

**Exhibit A
RATE SHEET
Professional Material Testing Consulting Services
Contract No. 156-0100-CN**

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	160.00
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	110.00
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	191.00
4. Field Densities (Sand Cone, AASHTO T-191)	70.00
5. Field Densities (Nuclear Method, AASHTO T-238)	60.00
6. Limerock Thickness Determinations	61.00
7. Limerock Thickness Determinations More (Than 10 1/2")	81.00
8. Limerock Bearing Ratio (FM 5-515)	340.00
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	200.00
10. Turbidity Test (Nephelometric Method – 214-A)	125.00
11. Soil Cement Mix Design	602.00
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	232.00
13. Hour Technician Time (Monitoring Soil Cement Installation)	54.00
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	75.00
15. Soils Classifications per ASTM D-2487	5.00
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	500.00
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	54.00
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	200.00
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	450.00

20.	Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	190.00
21.	Determining the PH of Soil and Water (FM1-T032)	40.00
22.	Resistivity of Soil and Water (FM5-551)	50.00
23.	Chloride in Soil and Water (FM 5-552)	50.00
24.	Sulfate in Soil and Water (FM 5-553)	50.00
25.	Chloride in Retaining Wall Soil Backfill (FM 5-556)	50.00
26.	Specific Gravity of Coarse Aggregate – AASHTO T85-81	90.00
27.	Turbidity Test (Saturday, Sunday or Holiday work only) (Nephelometric Method 214-A)	187.50
28.	Hand Auger Borings (per lineal foot)	11.00
29.	Organic Content (FM H-267)	55.00
30.	Standard Percolation Test	200.00
31.	Corrosivity Series (Resistance, pH, SO_4 , CL) (FDOT Method)	125.00
32.	Air Content of Fresh concrete (ASTM C173 or C231)	20.00
33.	Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	160.00
34.	Laboratory Flexural Strength of Molded Beams (ASTM C78)	80.00
35.	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00
36.	Coring of Hardened Concrete (ASTM C42)	70.00
37.	Laboratory Compression of Concrete Cores (ASTM C39)	40.00
38.	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	75.00
39.	Los Angeles Abrasion (ASTM C535 – 09)	200.00
40.	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	75.00
41.	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925).	480.00
42.	For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	81.00
43.	Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	333.00

44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

132.00

45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

60.00

46. Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

20.00

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

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

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

Limits

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

- (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	\$ 1,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT
156-0100-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Construction Management Division of Transportation and Stormwater**

THIS AGREEMENT, entered into on the 24th day of June, 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 Driggers Engineering Services, Inc., with offices in Clearwater, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Construction Management Division of Transportation and Stormwater

requires **PROFESSIONAL MATERIAL TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as PROJECT,

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING SERVICES requisite to the management needs of the COUNTY Construction Management Division of Transportation and Stormwater, 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 requires the support of the CONSULTANT for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital improvement Program (CIP) and other COUNTY projects as required.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the CONSULTANT. Work assignments shall be prepared by the County-assigned project manager and approved by the Construction Management Division Manager or designee. The CONSULTANT may be required to prepare a proposal letter, schedule, and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The CONSULTANT shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTANT RESPONSIBILITIES

- 2.3.1 It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT'S work shall comply with all applicable laws, rules, standards, regulations, or other applicable authority.
- 2.3.2 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.
- 2.3.3. 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. The CONSULTANT shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by the COUNTY. The CONSULTANT shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by the COUNTY upon request.
- 2.3.4. The CONSULTANT shall endorse all reports and calculations. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- 2.3.5. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within twenty-four (24) hours of receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports. Comments made by the COUNTY on Preliminary Reports shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be tested by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any

laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

2.51 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.

2.5.2 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

The CONSULTANT efforts required under this AGREEMENT will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

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 ensure their proper and timely completion in accordance with the following:

Final reports shall be received by the COUNTY in a timely manner, but in no case shall the receipt of the reports exceed twenty-one (21) calendar days from the test date. Preliminary reports shall be submitted within twenty-four (24) hours of sample pick-up or delivery time.

**SECTION 5
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

5.1 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.

5.2 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 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

5.3 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.

5.4 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 6
COMPENSATION TO THE CONSULTANT**

6.1 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.

6.2 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 eight hundred thousand dollars (\$1,800,000.00). 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.

6.3 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 7 WORK ASSIGNMENTS

7.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term and authorization by an approved purchase order.

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

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 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.

8.2 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 Construction Management Section Manager or Designee 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 9 SATISFACTORY PERFORMANCE

In addition to any other standard for 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 Construction Management Section Manager or designee.

SECTION 10 RESOLUTION OF DISAGREEMENTS

10.1 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.

10.2 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 11 CONSULTANTS ACCOUNTING RECORDS

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

11.2 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.

11.3 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.

11.4 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 12 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion of the Work Assignment or termination of this Agreement,

12.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with the Work Assignments and 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.

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

SECTION 13 INSURANCE COVERAGE

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

SECTION 14 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 15
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 16
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 17
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 18
SUCCESSORS AND ASSIGNS**

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

**SECTION 19
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 20
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 21 TERMINATION OF AGREEMENT

21.1 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.

21.2 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

22.1 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 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24
EXTENT OF AGREEMENT**

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

**SECTION 25
PUBLIC ENTITY CRIMES**

25.1 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.

25.2 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 26
PUBLIC RECORDS**

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

**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**

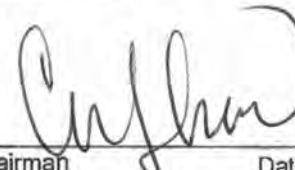
This Agreement shall be governed by the laws of the State of Florida.

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

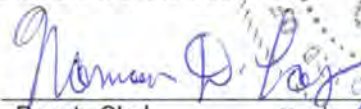
Firm Name: Driggers Engineering Services, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: F. J. ALMEIDA DRIGGERS
Title: PRESIDENT Date: 5/9/16

By: 
Chairman Date: 6/21/16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 6/21/16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit A
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	<u>\$165.00 ea.</u>
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	<u>\$99.00 set</u>
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	<u>\$143.00 set</u>
4. Field Densities (Sand Cone, AASHTO T-191) (minimum of 3)	<u>\$50.00 ea.</u>
5. Field Densities (Nuclear Method, AASHTO T-238) (minimum of 3)	<u>\$40.00 ea.</u>
6. Limerock Thickness Determinations	<u>\$75.00 ea.</u>
7. Limerock Thickness Determinations More (Than 10 1/2")	<u>\$100.00 ea.</u>
8. Limerock Bearing Ratio (FM 5-515)	<u>\$368.50 ea.</u>
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis - Carbonate % (FM-5-514), Plastic Index (T-90)]	<u>\$192.50 ea.</u>
10. Turbidity Test (Nephelometric Method - 214-A)	<u>\$82.50 ea.</u>
11. Soil Cement Mix Design	<u>\$495.00 ea.</u>
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	<u>\$181.50 set</u>
13. Hour Technician Time (Monitoring Soil Cement Installation)	<u>\$60.00 hr.</u>
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	<u>\$38.50 ea.</u>
15. Soils Classifications per ASTM D-2487	<u>\$96.25 ea.</u>
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	<u>\$501.00 ea.</u>
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	<u>\$66.00 hr.</u>
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	<u>\$192.50 ea.</u>
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	<u>\$247.50 ea.</u>

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DRIGGERS ENGINEERING SERVICES INCORPORATED
Geotechnical Engineering & Construction Materials Testing

20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	<u>\$137.50 ea.</u>
21. Determining the PH of Soil and Water (FM1-T032)	<u>\$38.50 ea.</u>
22. Resistivity of Soil and Water (FM5-551)	<u>\$82.50 ea.</u>
23. Chloride in Soil and Water (FM 5-552)	<u>\$49.50 ea.</u>
24. Sulfate in Soil and Water (FM 5-553)	<u>\$49.50 ea.</u>
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)	<u>\$49.50 ea.</u>
26. Specific Gravity of Coarse Aggregate – AASHTO T85-81	<u>\$55.00 ea.</u>
27. Turbidity Test (Saturday, Sunday or Holiday work only) (Nephelometric Method 214-A)	<u>\$82.50 ea.</u>
28. Hand Auger Borings (per lineal foot)	<u>\$10.45 LF</u>
29. Organic Content (FM H-267)	<u>\$38.50 ea.</u>
30. Standard Percolation Test	<u>\$200.00 ea.</u>
31. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	<u>\$231.00 ea.</u>
32. Air Content of Fresh concrete (ASTM C173 or C231)	<u>\$16.50 ea.</u>
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	<u>\$132.00 set</u>
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)	<u>\$44.00 ea.</u>
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	<u>\$71.50 hr.</u>
36. Coring of Hardened Concrete (ASTM C42)	<u>\$77.00 hr.</u>
37. Laboratory Compression of Concrete Cores (ASTM C39)	<u>\$27.50 ea.</u>
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	<u>\$49.50 ea.</u>
39. Los Angeles Abrasion (ASTM C535 – 09)	<u>\$165.00 ea.</u>
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	<u>\$49.50 ea.</u>
41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925).	<u>\$302.00 ea.</u>
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	<u>\$66.00 trip</u>

43. Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

\$373.00 ea.

44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

\$192.50 ea.

45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

\$82.50 ea.

46. Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

\$51.00 ea.

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

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

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

Limits

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

- (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	\$ 1,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

156-0100-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Construction Management Division of Transportation and Stormwater**

THIS AGREEMENT, entered into on the 21st day of JUNE 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 GHD Services, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Construction Management Division of Transportation and Stormwater

requires **PROFESSIONAL MATERIAL TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING SERVICES requisite to the management needs of the COUNTY Construction Management Division of Transportation and Stormwater, 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 requires the support of the CONSULTANT for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital improvement Program (CIP) and other COUNTY projects as required.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the CONSULTANT. Work assignments shall be prepared by the County-assigned project manager and approved by the Construction Management Division Manager or designee. The CONSULTANT may be required to prepare a proposal letter, schedule, and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The CONSULTANT shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTANT RESPONSIBILITIES

- 2.3.1 It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT'S work shall comply with all applicable laws, rules, standards, regulations, or other applicable authority.
- 2.3.2 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.
- 2.3.3. 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. The CONSULTANT shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by the COUNTY. The CONSULTANT shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by the COUNTY upon request.
- 2.3.4. The CONSULTANT shall endorse all reports and calculations. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- 2.3.5. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within twenty-four (24) hours of receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports. Comments made by the COUNTY on Preliminary Reports shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be tested by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any

laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

2.51 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.

2.5.2 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

The CONSULTANT efforts required under this AGREEMENT will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

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 ensure their proper and timely completion in accordance with the following:

Final reports shall be received by the COUNTY in a timely manner, but in no case shall the receipt of the reports exceed twenty-one (21) calendar days from the test date. Preliminary reports shall be submitted within twenty-four (24) hours of sample pick-up or delivery time.

**SECTION 5
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

5.1 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.

5.2 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 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

5.3 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.

5.4 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 6
COMPENSATION TO THE CONSULTANT**

6.1 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.

6.2 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 eight hundred thousand dollars (\$1,800,000.00). 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.

6.3 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 7 WORK ASSIGNMENTS

7.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term and authorization by an approved purchase order.

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

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 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.

8.2 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 Construction Management Section Manager or Designee 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 9 SATISFACTORY PERFORMANCE

In addition to any other standard for 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 Construction Management Section Manager or designee.

SECTION 10 RESOLUTION OF DISAGREEMENTS

10.1 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.

10.2 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 11 CONSULTANTS ACCOUNTING RECORDS

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

11.2 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.

11.3 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.

11.4 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 12 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion of the Work Assignment or termination of this Agreement,

12.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with the Work Assignments and 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.

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

SECTION 13 INSURANCE COVERAGE

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

SECTION 14 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 15
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 16
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 17
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 18
SUCCESSORS AND ASSIGNS**

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

**SECTION 19
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 20
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 21 TERMINATION OF AGREEMENT

21.1 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.

21.2 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

22.1 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 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24
EXTENT OF AGREEMENT**

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

**SECTION 25
PUBLIC ENTITY CRIMES**

25.1 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.

25.2 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 26
PUBLIC RECORDS**

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

**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: GHD Services, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: [Signature]
Print Name: Ronald D. Maggari
Title: V.P. Date: 5-6-16

By: [Signature]
Chairman Date: 6/1/16

ATTEST:
Ken Burke, Clerk of the Circuit Court.

By: [Signature]
Deputy Clerk Date: 6/1/16



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney

APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney



Exhibit A
RATE SHEET
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$135.00
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	\$105.00
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	\$160.00
4. Field Densities (Sand Cone, AASHTO T-191)	\$55.00
5. Field Densities (Nuclear Method, AASHTO T-238)	\$45.00
6. Limerock Thickness Determinations	\$55.00
7. Limerock Thickness Determinations More (Than 10 1/2")	\$81.00
8. Limerock Bearing Ratio (FM 5-515)	\$350.00
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	\$212.00
10. Turbidity Test (Nephelometric Method – 214-A)	\$55.00
11. Soil Cement Mix Design	\$602.00
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	\$175.00
13. Hour Technician Time (Monitoring Soil Cement Installation)	\$65.00
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	\$100.00
15. Soils Classifications per ASTM D-2487	\$110.00
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	\$504.00
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$67.00
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$200.00
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$273.00
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$175.00
21. Determining the PH of Soil and Water (FM1-T032)	\$40.00

GHD Services Inc.

4019 East Fowler Avenue Tampa Florida 33617 USA
T 813 971 3882 F 813 971 1862 W www.ghd.com



Exhibit A
RATE SHEET
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

22.	Resistivity of Soil and Water (FM5-551)	\$70.00
23.	Chloride in Soil and Water (FM 5-552)	\$60.00
24.	Sulfate in Soil and Water (FM 5-553)	\$60.00
25.	Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$60.00
26.	Specific Gravity of Coarse Aggregate – AASHTO T85-81	\$90.00
27.	Turbidity Test (Saturday, Sunday or Holiday work only) (Nephelometric Method 214-A)	\$100.00
28.	Hand Auger Borings (per lineal foot)	\$16.00
29.	Organic Content (FM H-267)	\$70.00
30.	Standard Percolation Test	\$201.00
31.	Corrosivity Series (Resistance, pH, So_4 , CL) (FDOT Method)	\$215.00
32.	Air Content of Fresh concrete (ASTM C173 or C231)	\$20.00
33.	Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$70.00
34.	Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$35.00
35.	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$70.00
36.	Coring of Hardened Concrete (ASTM C42)	\$70.00
37.	Laboratory Compression of Concrete Cores (ASTM C39)	\$45.00
38.	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$100.00
39.	Los Angeles Abrasion (ASTM C535 – 09)	\$200.00
40.	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$65.00
41.	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925).	\$175.00
42.	For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$85.00

GHD Services Inc.

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Exhibit A
RATE SHEET
Professional Material Testing Consulting Services
Contract No. 156-0100-CN

- | | |
|---|---|
| <p>43. Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.</p> | <hr style="width: 100%;"/> <p>\$333.00</p> |
| <p>44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.</p> | <hr style="width: 100%;"/> <p>\$100.00</p> |
| <p>45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.</p> | <hr style="width: 100%;"/> <p>\$60.00</p> |
| <p>46. Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.</p> | <hr style="width: 100%;"/> <p>\$51.00</p> |

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

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

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

Limits

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

- (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	\$ 1,000,000.00

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

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

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

156-0100-CN

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Construction Management Division of Transportation and Stormwater**

THIS AGREEMENT, entered into on the 21st day of June 2016 between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Terracon Consultants, Inc., with offices in Tampa, Florida, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY Construction Management Division of Transportation and Stormwater

requires **PROFESSIONAL MATERIAL TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING SERVICES requisite to the management needs of the COUNTY Construction Management Division of Transportation and Stormwater, 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 requires the support of the CONSULTANT for a wide range of Geotechnical Engineering Services and administrative services to assist with numerous miscellaneous projects for the Capital improvement Program (CIP) and other COUNTY projects as required.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on a work assignment basis. The work assignment shall be based on discussions and mutual negotiations between the County and the CONSULTANT. Work assignments shall be prepared by the County-assigned project manager and approved by the Construction Management Division Manager or designee. The CONSULTANT may be required to prepare a proposal letter, schedule, and a not-to-exceed budget proposal for the assignment prior to issuance of the approved work assignments. The CONSULTANT shall not perform work under the contract without written authorization from the County in the form of a Notice to Proceed Letter and Purchase Order. The consultant shall waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTANT RESPONSIBILITIES

- 2.3.1 It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize the degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities. CONSULTANT'S work shall comply with all applicable laws, rules, standards, regulations, or other applicable authority.
- 2.3.2 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.
- 2.3.3. 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. The CONSULTANT shall provide copies of all pertinent certifications for their Laboratory and Laboratory Technicians upon request by the COUNTY. The CONSULTANT shall ensure that all Field Technicians keep copies of their current certifications in their vehicle for review by the COUNTY upon request.
- 2.3.4. The CONSULTANT shall endorse all reports and calculations. Services shall be prepared under the direction of a Professional Engineer registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- 2.3.5. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within twenty-four (24) hours of receipt, and shall incorporate appropriate adjustments resulting from the review exchange into revised reports. Comments made by the COUNTY on Preliminary Reports shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be tested by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any

laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

2.51 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.

2.52 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

The CONSULTANT efforts required under this AGREEMENT will support the materials testing requirements for the Pinellas County Public Works Capital Improvement Program (CIP) and other COUNTY projects as required. The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.

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 ensure their proper and timely completion in accordance with the following:

Final reports shall be received by the COUNTY in a timely manner, but in no case shall the receipt of the reports exceed twenty-one (21) calendar days from the test date. Preliminary reports shall be submitted within twenty-four (24) hours of sample pick-up or delivery time.

**SECTION 5
PAYMENT SCHEDULE/INVOICING REQUIREMENTS**

5.1 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.

5.2 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 6) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.

5.3 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.

5.4 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 6
COMPENSATION TO THE CONSULTANT**

6.1 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.

6.2 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 eight hundred thousand dollars (\$1,800,000.00). 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.

6.3 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 7 WORK ASSIGNMENTS

7.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual work assignments as needed throughout the AGREEMENT term and authorization by an approved purchase order.

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

SECTION 8 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

8.1 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.

8.2 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 Construction Management Section Manager or Designee 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 9 SATISFACTORY PERFORMANCE

In addition to any other standard for 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 Construction Management Section Manager or designee.

SECTION 10 RESOLUTION OF DISAGREEMENTS

10.1 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.

10.2 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 11 CONSULTANTS ACCOUNTING RECORDS

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

11.2 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.

11.3 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.

11.4 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 12 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion of the Work Assignment or termination of this Agreement,

12.1 Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with the Work Assignments and 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.

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

SECTION 13 INSURANCE COVERAGE

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

SECTION 14 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 15
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 16
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 17
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 18
SUCCESSORS AND ASSIGNS**

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

**SECTION 19
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 20
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 21 TERMINATION OF AGREEMENT

21.1 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.

21.2 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.

21.3 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.

21.4 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 22 AGREEMENT TERM

22.1 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 23 CONFLICT OF INTEREST

23.1 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.

23.2 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 24
EXTENT OF AGREEMENT**

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

**SECTION 25
PUBLIC ENTITY CRIMES**

25.1 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.

25.2 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 26
PUBLIC RECORDS**

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

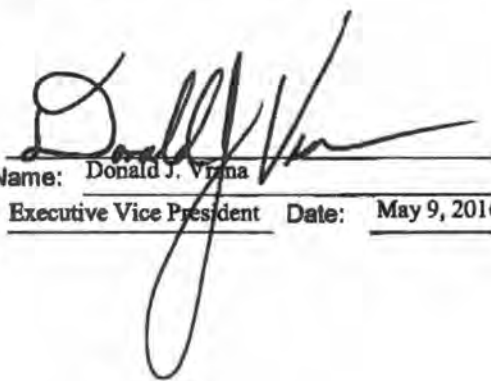
**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**


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

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

Firm Name: Terracon Consultants, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Donald J. Vigna
Title: Executive Vice President Date: May 9, 2016
BJL

By: 
Chairman Date: 6/24/16

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 6/24/16



APPROVED AS TO FORM

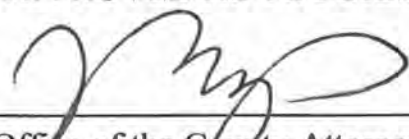
By: 
Office of the County Attorney



Exhibit A

Professional Material Testing Consulting Services

Contract No. 156-0100-CN

TEST DESCRIPTION	Unit	Unit Cost (\$)
Proctors (Standard T-99 & Modified AASHTO T-180) Method A	ea	250
Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	set	190
Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	set	340
Field Densities (Sand Cone, AASHTO T-191)	ea	200
Field Densities (Nuclear Method, AASHTO T-238)	ea	200
Limerock Thickness Determinations	ea	61
Limerock Thickness determinations -More (Than 10 1/2")	ea	81
Limerock Bearing Ratio (FM 5-515)	ea	375
Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	ea	210
Turbidity Test (Nephelometric Method – 214-A)	ea	90
Soil Cement Mix Design	ea	600
Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	set	232
Hour Technician Time (Monitoring Soil Cement Installation)	hr	65
Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	ea	101
Soils Classifications per ASTM D-2487	ea	100
Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	ea	504
Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	hr	65
Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	ea	211
Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	ea	273
Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	ea	193
Determining the PH of Soil and Water (FM1-T032)	ea	60
Resistivity of Soil and Water (FM5-551)	ea	75
Chloride in Soil and Water (FM 5-552)	ea	80
Sulfate in Soil and Water (FM 5-553)	ea	60
Chloride in Retaining Wall Soil Backfill (FM 5-556)	ea	81
Specific Gravity of Coarse Aggregate – AASHTO T85-81	ea	92
Turbidity Test Saturday, Sunday or Holiday work only (Nephelometric Method – 214-A)	ea	162
Hand Auger Borings (per lineal foot)	LF	12
Organic Content (FM H-267)	ea	65
Standard Percolation Test	ea	203
Corrosivity Series (Resistance, pH, So4, CL) (FDOT Method)	ea	252
Air Content of Fresh concrete (ASTM C173 or C231)	ea	25
Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	set	65
Laboratory Flexural Strength of Molded Beams (ASTM C78)	ea	65
Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	hr	75
Coring of Hardened Concrete (ASTM C42)	hr	70
Laboratory Compression of Concrete Cores (ASTM C39)	ea	50
Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	ea	100
Los Angeles Abrasion (ASTM C535 – 09)	ea	200



Exhibit A

Professional Material Testing Consulting Services
Contract No. 156-0100-CN

Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	ea	65
Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	ea	300
For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	trip	81
Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	ea	330
Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	ea	130
Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	ea	80
Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	ea	50

**Exhibit A
RATE SHEET
Professional Material Testing Consulting Services
Contract No. 156-0100-CN**

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	160.00
2. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to provide molds, pick-up, testing and reporting	110.00
3. Sets of Concrete Cylinders (3 Each) (Strength & Compression) AASHTO T22 or ASTM C-39, Cured by AASHTO T23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	191.00
4. Field Densities (Sand Cone, AASHTO T-191)	70.00
5. Field Densities (Nuclear Method, AASHTO T-238)	60.00
6. Limerock Thickness Determinations	61.00
7. Limerock Thickness Determinations More (Than 10 1/2")	81.00
8. Limerock Bearing Ratio (FM 5-515)	340.00
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	200.00
10. Turbidity Test (Nephelometric Method – 214-A)	125.00
11. Soil Cement Mix Design	602.00
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	232.00
13. Hour Technician Time (Monitoring Soil Cement Installation)	54.00
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	75.00
15. Soils Classifications per ASTM D-2487	5.00
16. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	500.00
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	54.00
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	200.00
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	450.00

20.	Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	190.00
21.	Determining the PH of Soil and Water (FM1-T032)	40.00
22.	Resistivity of Soil and Water (FM5-551)	50.00
23.	Chloride in Soil and Water (FM 5-552)	50.00
24.	Sulfate in Soil and Water (FM 5-553)	50.00
25.	Chloride in Retaining Wall Soil Backfill (FM 5-556)	50.00
26.	Specific Gravity of Coarse Aggregate – AASHTO T85-81	90.00
27.	Turbidity Test (Saturday, Sunday or Holiday work only) (Nephelometric Method 214-A)	187.50
28.	Hand Auger Borings (per lineal foot)	11.00
29.	Organic Content (FM H-267)	55.00
30.	Standard Percolation Test	200.00
31.	Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	125.00
32.	Air Content of Fresh concrete (ASTM C173 or C231)	20.00
33.	Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	160.00
34.	Laboratory Flexural Strength of Molded Beams (ASTM C78)	80.00
35.	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	70.00
36.	Coring of Hardened Concrete (ASTM C42)	70.00
37.	Laboratory Compression of Concrete Cores (ASTM C39)	40.00
38.	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	75.00
39.	Los Angeles Abrasion (ASTM C535 – 09)	200.00
40.	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	75.00
41.	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925).	480.00
42.	For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	81.00
43.	Asphaltic Concrete Samples: Quantitative Determination of Asphalt Content from Asphalt Paving Mixtures by the Ignition Method (FM 5-563), Mechanical Analysis of Extracted Aggregate (FM 1-T030), and Maximum Specific Gravity of Bituminous Paving Mixtures (FM 1-T209). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	333.00

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| 44. | Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. | 132.00 |
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| 45. | Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores, lift separation, and measuring thickness. The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. | 60.00 |
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| 46. | Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238). The CONSULTANT shall inform the COUNTY of test findings immediately following field and laboratory activities with laboratory worksheets and Pinellas County Sampling Records sent by facsimile or e-mail, and in no case shall the facsimile or e-mail report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. | 20.00 |

Note: It is the responsibility of the Testing Laboratory to sample or pick-up materials for testing in accordance with applicable test method to perform the test and to report results to the County. The above referenced test unit prices are all inclusive and shall include all labor, overhead, profit, expenses, travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

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

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

Limits

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

- (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	\$ 1,000,000.00

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

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

PINELLAS COUNTY RANKING

RFP TITLE: Professional Material Testing Services

RFP #: 156-0100-CN(RW)

Company Name	Point Total	Ranking
Terracon Consultants, Inc.	887.50	1
AREHNA Engineering, Inc.	857.50	2
Ardaman & Associates, Inc.	847.75	3
Driggers Engineering Services, Inc.	844.75	4
GHD Services, Inc.	820.75	5
Universal Engineering Sciences, Inc.	798.50	6
Tierra, Inc.	789.75	7
Professional Service Industries, Inc.	785.75	8
MC Squared, Inc.	707.50	9
S&ME, Inc.	658.25	10
Nova Engineering and Environmental, LLC	620.75	11
Gannett Fleming, Inc.	504.50	12
Central Florida Testing Laboratories, Inc.	414.50	13