



BOARD OF COUNTY COMMISSIONERS

DATE: February 8, 2011

AGENDA ITEM NO. 13

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Agreements - Subsurface Utility Locating Services
Contract No. 090-0345-CN (AM)

Department:

Public Works / Purchasing

Staff Member Responsible:

Pete Yauch / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE FINAL NEGOTIATED AGREEMENTS WITH EACH OF THE TOP RANKED FIRMS FOR SUBSURFACE UTILITY LOCATING SERVICES ON A CONTINUING BASIS AS OUTLINED IN THE REQUEST FOR PROPOSAL.

IT IS FURTHER RECOMMENDED THAT THE CHAIRMAN BE AUTHORIZED TO SIGN THE AGREEMENTS AND THE CLERK BE AUTHORIZED TO ATTEST.

1. CUMBIE AND FAIR, INC., CLARWATER, FLORIDA
2. TBE GROUP, INC., D/B/A CARDNO TBE, CLEARWATER, FLORIDA
3. GEORGE F. YOUNG, INC., ST. PETERSBURG, FLORIDA
4. ASH ENGINEERING, INC., TAMPA, FLORIDA

Summary Explanation/Background:

On November 16, 2010, the Board, as per Consultant Competitive Negotiation Act (CCNA) policy, approved the ranking of firms pertaining to a continuing contract for subsurface utility locating consulting services and authorized staff to negotiate final contracts with the four (4) highest ranked firms.

A final agreement with each of the four (4) firms has been negotiated by Purchasing staff and is presented to the Board for consideration. All of the firms have provided fully loaded rates which include all overhead(s), profit and local travel. The new contract offers several advantages over previous contracts in that Consumer Price Index adjustments have been deleted, the pricing is fixed for three (3) years and the County reserves the right to re-negotiate rates if there is a change in market conditions.

The contract is effective upon execution of the agreements and continues for a period of three (3) years. Thereafter the contract may be extended for one (1), two (2) year period pending approval by the County Administrator.

Since this contract is comprised of four individual agreements each with approximately twelve pages, staff thought it more prudent and economical to attach a sample of a final agreement along with all of the firms corresponding negotiated rates as opposed to copying all of the agreements.

Fiscal Impact/Cost/Revenue Summary:

The upset limit over the thirty six (36) month term of the contract is \$500,000.00 for each firm for a total of \$2,000,000.00. The County Administrator has delegated authority to increase the upset limits of contract purchase orders pertaining to these agreements pending the negotiated rates remain the same.

Exhibits/Attachments Attached:

Sample Final Agreement

Negotiated rates of consultants and sub-consultants

PROFESSIONAL SERVICES CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL SUBSURFACE UTILITY LOCATING SERVICES FOR
PINELLAS COUNTY**

THIS AGREEMENT, entered into on the ____ day of ____ 20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and____, with offices in _____, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL SUBSURFACE UTILITY LOCATING SERVICES** associated with COUNTY Projects on an as needed basis, herein referred as WORK ASSIGNMENTS.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL SUBSURFACE UTILITY LOCATING SERVICES requisite to the management needs of the COUNTY, and

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

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

SECTION 2

GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY desires the CONSULTANT to provide, on an as needed basis, various subsurface utility locating services as part of the COUNTY'S design construction and maintenance of certain capital projects or other operational needs. This AGREEMENT is intended to detail some of the various services that might be performed and methods of compensation when work is authorized.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Engineering and Environmental Services or Designee. Prior to any Work Assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All Work Assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this AGREEMENT without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this AGREEMENT; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, and survey data. Services shall be prepared under the direction of a Professional Surveyor and Mapper 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 Professional Surveyor and Mapper.
- E. The CONSULTANT shall be responsible for the preparation of a Work Assignment schedule. These schedules will be used to verify CONSULTANT performance in relationship to fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The WORK shall be completed 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 WORK or the services to be performed.

2.5 COUNTY STANDARDS

All services specified in the AGREEMENT will comply with existing County CAD standards and standards that may apply to individual Work Assignments.

2.6 KEY PERSONNEL

The individual(s) who are to be assigned to work under this AGREEMENT are necessary for the successful performance of this AGREEMENT. The CONSULTANT agrees that whenever, for any reason, one more of the aforementioned individuals are unavailable for performance under this AGREEMENT, the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities and qualifications.

The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this AGREEMENT. Should the COUNTY decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY that the replacement meets equivalent or required qualifications.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the Work Assignment in accordance with the intent of the AGREEMENT.

3.2 SUBSURFACE UTILITY LOCATING SERVICES

A. LEVEL OF UTILITY INFORMATION

1. Quality Level D (QL D): Information derived solely from existing records or verbal recollections.
2. Quality Level C (QL C): Information obtained by surveying and plotting visible aboveground utility features and by using professional judgment in correlating this information to Quality Level D information.
3. Quality Level B (QL B) (Utility Designating): Information obtained through the application of appropriate surface geophysical methods to identify the existence and approximate horizontal position of subsurface utilities. "Quality level B" data are reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances and reduced onto plan documents.
4. Quality Level A (QL A) (Utility Locating): Information obtained by the actual exposure (or verification of previously exposed and surveyed utilities) of subsurface utilities, using (typically) minimally intrusive excavation equipment to determine their precise horizontal and vertical positions, as well as their other utility attributes. This

information is surveyed and reduced onto plan documents. Accuracy is typically set at 15mm vertical, and to applicable horizontal survey and mapping standards.

B. VERIFIED VERTICAL AND HORIZONTAL (Vvh):

Verified vertical and horizontal (Vvh) surveyed positional accuracy of each location (Vvh) shall be within plus or minus (+/-) 0.04 foot both horizontally and vertically to the top of each subsurface utility.

C. INITIAL DATA COLLECTION

The CONSULTANT shall obtain copies of existing utility information within the PROJECT work area. When requested by the COUNTY, a Quality Level D (QL D) Report will be provided. The Quality Level D (QL D) information shall include the following information identified and collected during this phase:

1. Documentation of Maps/Charts

- a. The CONSULTANT shall contact and/or visit with known utility owner(s), as practical as possible, and obtain copies of maps, charts and information related to the report area.
- b. Copies of maps and charts indicating the presence of existing or proposed utilities obtained from all sources shall be included in the Quality Level D (QL D) report.

2. Utility Service Area Information

- a. The CONSULTANT shall obtain current service area information for utility owner(s) within the report area.
- b. Service area information shall be copied, in map form, or reduced to map form by the CONSULTANT and summation copies provided to the COUNTY.

3. Identification of Utility Owner(s)

- a. The CONSULTANT shall assemble records, maps and service area information gathered from various sources and produce an inventory report of known utility data within the report area.
- b. The Owner information shall be sufficient to identify or indicate the type, size, material and composition of each utility.
- c. Address and telephone number shall indicate each utility owner together with the name of the primary contact.

4. Utility Owner – Program Plans

- a. The CONSULTANT shall make every effort possible to determine various owners' plans to either install new facilities, relocate due to other projects, or take out-of-service existing facilities as the result of planned activities.
- b. All program plans shall be provided to the COUNTY. When known, schedules and particular issues of relocation shall be provided to the COUNTY. Additionally, written communication with utility owners shall be made and responses included in the report.

5. Utility – Out-of-Service Report/Plans

- a. The CONSULTANT shall communicate, in writing, to known utility owner(s) to determine plans to place out-of-service any utility.
- b. The CONSULTANT shall indicate which utilities are planned to be placed out-of-service and provide schedules, if known.

6. Report Area Visit

- a. The CONSULTANT will visit the site in an attempt to determine all visible evidence of subsurface utilities.

7. Quality Level D Report Deliverable

- a. The CONSULTANT shall produce and deliver three (3) copies of a Quality Level D Report drawing on media size to be determined per project, in color, depicted with an overlay of the property appraiser map along with appropriate electronic files via disk or email. The color drawing will depict reported size and type of utility. Drawing shall be created in accordance with Pinellas County CAD standards or as specified by the Director of Engineering and Environmental Services or designee. Drawing shall depict an inventory of utilities based on existing records, verbal recollections and visible utility features within the project limits. Color schematic for utilities will be in accordance with utility color-coding standard when possible. The cover (first) sheet of the Quality Level D drawing will provide an overall view of the work limits at an appropriate scale. The following detail sheets shall be plotted at a scale of one-inch equals sixty feet (1" = 60') unless directed otherwise.
- b. The CONSULTANT will depict each utility owner(s) approximate linear feet for both subsurface and/or overhead utilities separately on each page of the drawing.
- c. When specified, the CONSULTANT shall provide a written report on 8-1/2" x 11" media. Such report shall summarize information obtained from all sources. The report document shall be in an Adobe format or other version as specified by the Director of Public Works or designee. The CONSULTANT shall submit three (3) copies of the report along with electronic version via disk or email.

D. WORK PLAN IDENTIFICATION/VERIFICATION

1. Evaluation of Quality Level D Report (QL D)

- a. The CONSULTANT shall submit to the COUNTY the QL D report.
- b. The CONSULTANT shall confirm the work limits with the COUNTY based on the QL D report.

E. SUBSURFACE UTILITY SURVEYING SERVICES

1. Designations

- a. The CONSULTANT shall use designation equipment capable of achieving the accuracy of ± 0.5 ft. horizontally. Such devices include, but are not limited to:
 - Acoustical
 - Electromagnetic

- Ground Penetrating Radar
- Magnetic
- Pulse
- Sonic

- b. The CONSULTANT shall mark the designation with paint, flags or other markings suitable to the COUNTY.
- c. The CONSULTANT shall field review all markings with the COUNTY when requested.

2. Locating

- a. The CONSULTANT shall locate identified utilities using any combination of non-destructive methods.
- b. The CONSULTANT shall restore the location hole/site to the same condition prior to location activities.

3. Frequency of Designations/Measurements

- a. The CONSULTANT shall have adequate designation and location of a utility to ensure the mapped utility complies with Quality Level (A, B, C) identified in the Work Plan and Quality Level D Report.
- b. The horizontal frequency of designation shall not exceed one hundred feet (100') measured along the linear facility, and interpolated data should be reliable to within plus or minus one point five feet (1.50') horizontally and +/- one half foot (0.5') from the hypothetical centerline created from each end-point designation.
- c. Verified vertical and horizontal locations (Vvh) shall be at a frequency to ensure accurate and reliable product. Surveyed positional accuracy of each location (Vvh) shall be within plus or minus (+/-) 0.04 foot both horizontally and vertically to the top of each subsurface utility.
- d. All measurements of diameter, structures or irregular shape(s) shall be accurate to within plus or minus (\pm) 0.04 ft. or plus or minus one-half inch ($\frac{1}{2}$ ").
- e. The CONSULTANT shall perform the required efforts, designation and location measurements at sufficient frequency to ensure the best accurate and reliable product.

4. Maintenance of Traffic

- a. The CONSULTANT shall follow all established safe practices and perform all activities in such a manner as to not interrupt or impede the normal flow of vehicle and pedestrian traffic patterns.
- b. No lane closures during peak periods shall exceed 2-hours without prior approval of the COUNTY'S Director of Public Works or designee.

F. PRODUCT DESCRIPTION AND SCHEDULE

1. When specified, the CONSULTANT shall provide a two (2) dimensional drawing file created in accordance with Pinellas County software standards as specified by the COUNTY, complete with annotation(s) depicting the horizontal and vertical location of all subsurface utility designated, located and surveyed/mapped to Florida Minimum Technical Standards for Survey and Mapping.

2. When specified, the CONSULTANT shall provide a three (3) dimensional model file, complete with all objects depicted according to software requirements and meeting the requirements of the Florida Minimum Technical Standards for Survey and Mapping.
3. The COUNTY shall identify to the CONSULTANT the output scale of all drawings and surveys specified.
4. The CONSULTANT shall deliver five (5) signed and sealed prints and a CD-ROM of all survey files, drawings and reports for each work effort undertaken under this Agreement. Said CD-ROM shall contain the complete directory structure of the project and will not contain any temporary or incomplete files.

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 Work Assignment scope development, project presentations, design team meetings, or any other tasks associated with the COUNTY'S operations.

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of all known documents identifying property interests of owners within the limits of work.
- B. Copies of records, existing maps, existing aerial photographs, as-built construction plans and digital data that the County may have in its possession pertinent to the work assignment.
- C. Copies of codes, statutes and regulations if requested by the CONSULTANT.

SECTION 6
PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

6.3 All progress reports and invoices shall be mailed to the attention of Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756 or other County designated official.

6.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, etc.) shall be returned to the CONSULTANT for correction.

6.5 Any and all disputes regarding invoices shall be resolved by the Dispute Resolution for Pinellas County Board of County Commissioners in Matters of Invoice Payment.

SECTION 7
COMPENSATION TO THE CONSULTANT

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

- A. For Work Assignments where the scope can be reasonably defined and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to authorization of the Work Assignment. 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 an hourly rate basis. Compensation shall be for the actual work performed in accordance with the schedule of rate values attached to this AGREEMENT and incorporated herein as Exhibit A.

7.2 The upset limit for all compensation to be paid under the maximum Three (3) year term of this Agreement is an amount not to exceed Five Hundred Thousand and 00/100 Dollars (\$500,000.00). Total payments to the CONSULTANT may not exceed this amount without Board of County Commissioners or County Administrator's approval to raise this upset limit. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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

SECTION 8
WORK ASSIGNMENTS

8.1 The COUNTY and the CONSULTANT shall mutually agree on scope of services based on individual Work Assignments as needed throughout the AGREEMENT term.

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed Work Assignments unless such services and compensation therefore, shall

be provided for by appropriate written authorization via a change order to Work Assignment. Such change orders will be issued by the Board of County Commissioners' Purchasing Department.

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

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

9.2 The COUNTY reserves the right to review the qualifications of any and all subconsulting, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged.

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this AGREEMENT, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Engineering and Environmental Services or designee.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

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

12.3 The COUNTY reserves the privilege of auditing a vendor's records as such records relate to purchases between the COUNTY and said vendor. Such audit privilege is provided for within the text of

the Pinellas County Code 2-176(j). Records should be maintained for three (3) years from the date of final payment.

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this AGREEMENT,

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

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

SECTION 14 INSURANCE COVERAGE

14.1 The CONSULTANT shall procure, pay for and maintain at least the following insurance coverages and limits. Said insurance shall be evidenced by delivery to the COUNTY of one (1) certificate of insurance executed by the insurers listing coverages and limits, expiration dates and terms of policies and all endorsements whether or not required by the COUNTY, and listing all carriers issuing said policies; and (2) upon request, a certified copy of each policy including all endorsements. The insurance requirements shall remain in effect throughout the term of the AGREEMENT.

14.1.1 Workers' Compensation in at least the Limits as required by law; Employers' Liability Insurance of not less than \$100,000 for each accident.

14.1.2 Comprehensive General Liability Insurance including, but not limited to, Independent Contractor, Contractual, Premises-Operations, and Personal Injury covering the liability assumed under indemnification provisions of this AGREEMENT, with limits of liability for personal injury and/or bodily injury, including death of not less than \$1,000,000, each occurrence; and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000, each occurrence, will be acceptable unless otherwise stated). Coverage shall be on an "occurrence" basis, and the policy shall include Broad Form Property Damage coverage of not less than \$50,000 per occurrence, unless otherwise stated by exception herein.

14.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$1,000,000 per occurrence, if occurrence form is available; or claims made form with "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," CONSULTANT may submit annually to the COUNTY a current Certificate of Insurance proving claims made insurance remains in force throughout the same three (3) year period.

14.1.4 Comprehensive Automobile and Truck liability covering owned, hired and non-owned vehicles with minimum limits of \$500,000 each occurrence for bodily injury including death, and property damage of not less than \$100,000, each occurrence. (Combined Single Limits of not less than \$500,000 each occurrence, will be acceptable unless otherwise stated). Coverage shall

be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

14.2 Each insurance policy shall include the following conditions by endorsement to the policy:

14.2.1 Each policy shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, a notice thereof shall be given to COUNTY by certified mail to: Director of Purchasing or designee and the Director of Risk Management at 400 South Ft. Harrison Avenue, Clearwater, FL, 33756. CONSULTANT shall also notify COUNTY, in a like manner, within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said CONSULTANT from its insurer; and nothing contained herein shall absolve CONSULTANT of this requirement to provide notice.

14.2.2 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 CONSULTANT.

14.2.3 The term COUNTY in this Section 14 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

14.2.4 Pinellas County shall be endorsed to the required policy or policies as an additional insured, exclusive of Professional Liability Insurance and Workers' compensation Insurance.

14.2.5 The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by the COUNTY to any such future coverage, or to the COUNTY'S Self-Insured Retentions of whatever nature.

14.3 The CONSULTANT hereby waives subrogation rights for loss or damage against the COUNTY.

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

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

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

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

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this contract and that he has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona

fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this contract.

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSOR AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

20.1 The first ten dollars (\$10) of compensation received by the CONSULTANT pursuant to this contract represents specific consideration for the following indemnification: CONSULTANT shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the COUNTY from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said CONSULTANT; or by, or in consequence of any neglect in safeguarding the work; or through the use of unacceptable materials in the construction of improvements; or by, or on account of any act or omission, neglect or misconduct of the said CONSULTANT; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the COUNTY.

20.2 To the extent permissible by law; the successful proposer(s) agrees to indemnify the COUNTY and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the COUNTY.

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

22.4 In addition to all other legal remedies available to Pinellas County, the 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 the COUNTY.

SECTION 23 AGREEMENT TERM

23.1 This AGREEMENT will become effective on the date of execution first written above and shall remain in effect for Three (3) years, 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 first three (3) year term however, the COUNTY reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S.

23.2 This AGREEMENT may exercise a term extension subject to written notice of AGREEMENT from the County Administrator and CONSULTANT, for One (1) additional Two (2) year term extension, beyond the primary AGREEMENT period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

SECTION 24 CONFLICT OF INTEREST

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An

interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or CONSULTANTS who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Print Name: _____
Title: _____ Date: _____

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney



CUMBEY & FAIR, INC.

2463 Enterprise Road • Clearwater, Florida 33763-1790 • 727-797-8982 (Clw) • 813-223-4333 (Tpa) • Fax 727-791-8752

EXHIBIT "A"

SCHEDULE OF RATE VALUES Survey & SUE Services Loaded Hourly Billing Rates December 2010

Cumbey & Fair, Inc.

Project Manager	\$155.00 per hour
Senior Engineering Technician	\$80.00 per hour
Engineering Technician	\$65.00 per hour
Inspector	\$65.00 per hour
Secretary/Clerical	\$56.50 per hour
Senior Surveyor & Mapper	\$140.00 per hour
Surveyor & Mapper	\$110.00 per hour
Survey Technician	\$90.00 per hour
SUE Project Manager	\$120.00 per hour
Senior Utility Coordinator	\$110.00 per hour
Utility Locator	\$60.00 per hour
Utility Technician	\$50.00 per hour
Field Crew Supervisor	\$95.00 per hour
Party Chief	\$62.00 per hour
Instrument Man	\$43.00 per hour
Rod Man/Chain Man	\$33.50 per hour
3-Man Survey Crew	\$138.50 per hour
4-Man Survey Crew	\$172.00 per hour
Designation Crew	\$150.00 per hour
Excavation Crew	\$180.00 per hour

EXHIBIT A**SUBSURFACE UTILITY ENGINEERING (SUE) SERVICES
FIRM: TBE GROUP INC., dba CARDNO TBE**

Daily & Hourly Rates(s): Field SUE and Surveying to Support the SUE		RATE
FIELD SUE (Designation Option - Designating Truck & Crew) Includes vehicle, equipment, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$1,879.00
	(HOURLY RATE)	\$ 234.89
FIELD SUE (Designation Option - GPR w/ Geologist & Technician) Includes vehicle, GPR, 250 & 500 Mhz antenna, data processor, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$2,117.00
	(HOURLY RATE)	\$ 264.63
FIELD SUE (Designation Option - Vac Truck & Crew) Includes vehicle, equipment, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$2,500.00
	(HOURLY RATE)	\$ 312.50
FIELD SUE (Location Option - Vac Truck & Crew) Includes vehicle, equipment, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$2,500.00
	(HOURLY RATE)	\$ 312.50
FIELD SURVEYING (Three (3) Person Survey Team) Includes vehicle, conventional equipment, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$1,210.96
	(HOURLY RATE)	\$ 151.37
FIELD SURVEYING (Three (3) Person Survey Team) Includes vehicle, GPS equipment, personnel & all supplies / fuel	(8-HOUR DAILY RATE)	\$1,308.96
	(HOURLY RATE)	\$ 163.62

Hourly Rates(s): Office Function / Supervision	HOURLY RATE
Principle in Charge	\$ 214.00
Senior Professional Surveyor and Project Manager	\$ 142.30
Professional Surveyor	\$ 115.05
SUE Manager	\$ 103.00
Geologist	\$ 96.00
SUE Supervisor	\$ 84.00
Senior CADD Technician	\$ 77.06
CADD Technician	\$ 71.68
Technical Support	\$ 72.28



GEORGE F. YOUNG, INC.
Schedule of Rate Values
Exhibit A

Rates listed below are PER HOUR, unless otherwise noted

PROFESSIONAL STAFF

SURVEY	
Principal Surveyor	\$ 145.00
Surveyor III	\$ 130.00
Surveyor II	\$ 110.00
Surveyor I	\$ 95.00

TECHNICAL STAFF

Cad Technician	\$ 80.00	Admin Staff	\$ 55.00
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SURVEY AND HYDROGRAPHIC FIELD PARTIES

5 Person Field Crew	\$ 173.00	5 Person Hydrographic Field Crew	\$ 183.00
4 Person Field Crew	\$ 153.00	4 Person Hydrographic Field Crew	\$ 163.00
3 Person Field Crew	\$ 133.00	3 Person Hydrographic Field Crew	\$ 143.00
2 Person Field Crew	\$ 113.00	2 Person Hydrographic Field Crew	\$ 123.00

Rates include transportation and basic equipment. Rates do NOT include special survey instruments and equipment, or hydrographic equipment. See Sheet 2 for equipment rates.

SUBSURFACE UTILITY DESIGNATION/LOCATION

Location Vac Truck and Crew	\$1,850.00	Per Day	Utility Manager III	\$ 125.00
2 Person Designation Truck and Crew	\$1,385.00	Per Day	Utility Manager Coordinator	\$ 75.00
3 Person Designation Truck and Crew	\$1,675.00	Per Day	SUE Lead Locator	\$ 70.00
Ground Penetrating Radar with Operator	\$1,475.00	Per Day	SUE Locator Tech	\$ 50.00
Mobilization/Demobilization	\$ 300.00	Per Day		
Maintenance of Traffic (MOT)	\$ 400.00	Average Charge Per Setup		

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

Travel Expense

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



GEORGE F. YOUNG, INC.
Schedule of Rate Values
Exhibit A

LEGAL ASSISTANCE

Preparation for Sworn Testimony

Professional Surveyor and Mapper	\$ 200.00
3 Person Field Crew	\$ 175.00
2 Person Field Crew	\$ 150.00
Senior Technician	\$ 125.00

Sworn Testimony

Professional Surveyor and Mapper	\$ 250.00
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SPECIAL SURVEY INSTRUMENTS AND EQUIPMENT

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

HYDROGRAPHIC EQUIPMENT

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

PRINTS, MATERIALS AND REIMBURSABLE EXPENSES

COST

Black & White Prints 20 lb. Bond	\$ 0.10	Per Sq. Ft
Black & White Copies 20 lb. Bond	\$ 0.10	Per Sq. Ft
Vellum 16 lb. Acid Free Plot	\$ 1.00	Per Sq. Ft
Color Bond Paper 24 lb. Plot	\$ 2.00	Per Sq. Ft
Mylar 4 Mil Double Matt Plot	\$ 2.50	Per Sq. Ft
Foam Core Mounting - 3/8" Acid Free	\$ 3.00	Per Sq. Ft
Black & White Copies or Prints (8 1/2" x 11")	\$ 0.05	Each
Black & White Copies or Prints (11" x 17")	\$ 0.10	Each
Color Copies or Prints (8 1/2" x 11")	\$ 1.00	Each
Color Copies or Prints (11" x 17")	\$ 1.50	Each
Plat PRM (Brass Casting in Concrete, Stamped)	\$ 25.00	Each
Concrete PRM Nail and Brass Disc	\$ 15.00	Each
Survey Disc, Type 1, 1/4", Aluminum, Magnetic	\$ 15.00	Each

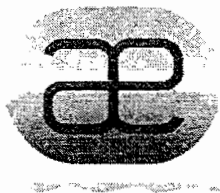


Exhibit A for our Sub-Consultant for this Contract

Ambient Technologies, Inc. and Subsidiaries

Daily Rates for Geophysical Services

Geophysical Method	Hourly Rate	Daily Rate
Underground Utility Designation Crew (includes instrumentation and personnel)	\$175/hour	\$1,350
Principle Geophysicist	\$135/hour	N/A
Project Geophysicist	\$95/hour	N/A
AutoCAD/GIS Specialist	\$75/hour	N/A
GPS Field Mapping (includes instrumentation and personnel)	\$115/hour	N/A
Clerical	\$45/hour	N/A



ASH ENGINEERING, INC.

4902 EISENHOWER BLVD , SUITE 380
TAMPA, FLORIDA 33634-6323
PHONE: 813.290.8899
FAX: 813.290.8891

www.ashengineering.com

Exhibit A

Subsurface Utility Engineering (SUE) Services

2011 Rate Schedule

Subsurface Utility Engineering (SUE)	HOURLY RATE:
FIELD SUE (Electronic Locating by means of radio detection) Includes vehicle, electronic locating equipment, two man crew & fuel	\$220.00
FIELD SUE (Ground Penetrating Radar (GPR)) Includes vehicle, GPR, zephyr antenna, data processor, two man crew & fuel	\$250.00
FIELD SUE (Vacuum Excavation) Includes vacuum excavation vehicle, equipment, three man crew & fuel	\$274.00
FIELD SURVEYING (three man survey team) Includes vehicle, survey equipment, and all supplies and fuel	\$155.00

Personnel	HOURLY RATE
Principle in Charge	\$195.00
Project Manager/Professional Engineer	\$155.00
Professional Surveyor	\$120.00
Party Chief	\$75.00
Instrument Operator	\$50.00
SUE Manager	\$98.00
SUE Supervisor	\$78.00
Senior CADD Technician	\$76.00
CADD Technician	\$70.00
Technical Support	\$70.00

CIVIL + WATER & WASTEWATER + ENVIRONMENTAL + UTILITY + CONSTRUCTION
INDUSTRIAL/PORT + SUBSURFACE UTILITY ENGINEERING + ECOLOGICAL SCIENCES
A certified DBE, WBE and S(a) firm.