

BOARD OF COUNTY COMMISSIONERS

DATE: April 12, 2011

AGENDA ITEM NO. 24a.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Final Agreements - Consultant Services for Material Testing
Contract No. 090-0446-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 FIVE (5) TOP RANKED FIRMS FOR CONSULTANT SERVICES FOR MATERIAL TESTING ON A CONTINUING BASIS AS OUTLINED IN THE REQUEST FOR PROPOSAL.

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

1. TIERRA, INC., TAMPA, FLORIDA
2. NODARSE & ASSOCIATES, INC., TAMPA, FLORIDA
3. RARE EARTH SCIENCES, INC., D/B/A HSA ENGINEERING & SCIENTISTS, TAMPA, FLORIDA
4. ARDAMAN & ASSOCIATES, INC., TAMPA, FLORIDA
5. DRIGGERS ENGINEERING SERVICES, INC., CLEARWATER, FLORIDA

Summary Explanation/Background:

On January 25, 2011, the Board, as per Consultant Competitive Negotiation Act (CCNA) policy, approved the ranking of firms pertaining to a continuing contract for consultant services for material testing and authorized staff to negotiate final contracts with the five (5) highest ranked firms.

A final agreement with each of the five (5) 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 five 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 \$1.8 million 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 these agreements pending the negotiated rates remain the same.

Exhibits/Attachments Attached:

Sample Final Agreement

Negotiated Rates of Consultants and Sub-consultants

Sample

AGREEMENT

SECTION 1 INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR Engineering and Environmental Services Department

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

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

specifications provided at the beginning of each contract or from FDOT Specifications).

8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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 INDEMNIFICATION

18.1 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.

18.2 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 19 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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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 26
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.

Tierra, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: LUIS F. MAHAVI

Title: PRESIDENT Date: 3/15/11

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: Angela Schab

Title: Staff Accountant Date: 3/15/11

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

Exhibit A
RATE SHEET

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$185.00 each
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/set of 3
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	\$270.00 /set of 3
4. Field Densities (Sand Cone, AASHTO T-191)	\$130.00 each
5. Field Densities (Nuclear Method, AASHTO T-238)	\$115.00 each
6. Limerock Thickness Determinations	\$145.00 each
7. Limerock Thickness Determinations (More Than 10 1/2")	\$200.00 each
8. Limerock Bearing Ratio (FM 5-515)	\$350.00 each
9. Quality Limerock {(Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis Carbonate % (FM-5-514), Plastic Index (T-90)}	\$255.00 each
10. Turbidity Test (Nephelometric Method - 214-A)	\$140.00 each
11. Soil Cement Mix Design	\$750.00 each
12. Compressive Strength of Soil Cement Cores (3 each) (Includes Coring) (ASTM-D1633)	\$250.00 /set of 3
13. Hour Technician Time (Monitoring Soil Cement Installation)	\$55.00 /hour
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136-06)	\$140.00 each
15. Soil Classifications per ASTM D-2487	\$140.00 each
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 each
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$55.00 /hr
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$230.00 each
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$300.00 each
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$170.00 each
21. Determining the PH of Soil and Water (FM1-T032)	\$100.00 each
22. Resistivity of Soil and Water (FM5-551)	\$100.00 each
23. Chloride in Soil and Water (FM 5-552)	\$100.00 each
24. Sulfate in Soil and Water (FM 5-553)	\$100.00 each
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$100.00 each
26. Specific Gravity of Coarse Aggregate - AASHTO T85-81	\$130.00 each
27. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method - 214-A)	\$180.00 each
28. Hand Auger Borings (per lineal foot)	\$24.00 / foot
29. Organic Content (FM 1T-267)	\$115.00 each
30. Standard Percolation Test	\$250.00 each
31. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$240.00 each
32. Air Content of Fresh concrete (ASTM C173 or C231)	\$25.00 each
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$300.00 / set 3
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$155.00/ set 3
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$60.00 / hr
36. Coring of Hardened Concrete (ASTM C42)	\$60.00 / hr
37. Laboratory Compression of Concrete Cores (ASTM C39)	\$105.00 each
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$175.00 each
39. Los Angeles Abrasion (ASTM C535-09)	\$200.00 each
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$110.00 each
41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925)	\$250.00 each
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$90.00 / trip

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 Sampling Report Form.	<u>\$350.00 each</u>
44.	Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting cores 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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	<u>\$165.00 / hr</u>
45.	Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores samples, 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.	<u>\$95.00 / core</u>
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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County Sampling Report Form.	<u>\$115.00 each</u>

Note:

It is the responsibility of the Testing Laboratory to sample or pick up materials for testing in accordance with the applicable test method to perform the tests and to report results to the County. The above referenced tests also include travel time, sampling and pick-up. This may necessitate working on weekends or evening hours and estimates should reflect these possibilities.



**Exhibit A
RATE SHEET**

Estimated Quantities

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$110.00 ea
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	\$120.00 set
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 set
4. Field Densities (Sand Cone, AASHTO T-191)	\$30.00 each (min 3 per trip)
5. Field Densities (Nuclear Method, AASHTO T-238)	\$25.00 each (min 3 per trip)
6. Limerock Thickness Determinations	\$7.50 each (min 3 per trip)
7. Limerock Thickness Determinations More (Than 10 1/2")	\$15.00 each (min 3 per trip)
8. Limerock Bearing Ratio (FM 5-515)	\$325.00 each
9. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	\$200.00 each
10. Turbidity Test (Nephelometric Method – 214-A)	\$27.50 each (min 3 per trip)
11. Soil Cement Mix Design	\$600.00 each
12. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	\$250.00 each
13. Hour Technician Time (Monitoring Soil Cement Installation)	\$50.00 hour
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	\$100.00 each
15. Soils Classifications per ASTM D-2487	\$90.00 each
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 strip
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$50.00 hour
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$225.00 each
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$275.00 each
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$250.00 each



21.	Determining the PH of Soil and Water (FM1-T032)	\$35.00 each
22.	Resistivity of Soil and Water (FM5-551)	\$75.00 each
23.	Chloride in Soil and Water (FM 5-552)	\$50.00 each
24.	Sulfate in Soil and Water (FM 5-553)	\$50.00 each
25.	Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$75.00 each
26.	Specific Gravity of Coarse Aggregate – AASHTO T85-81	\$65.00 each
27.	Turbidity Test (Saturday and Sunday work only) (Nephelometric Method 214-A)	\$200.00 trip
28.	Hand Auger Borings (per lineal foot)	\$10.00 foot
29.	Organic Content (FM 1T-267)	\$45.00 each
30.	Standard Percolation Test	\$150.00 each
31.	Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$275.00 each
32.	Air Content of Fresh concrete (ASTM C173 or C231)	\$20.00 each
33.	Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$40.00 hour
34.	Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$25.00 each
35.	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$65.00 hour
36.	Coring of Hardened Concrete (ASTM C42)	\$75.00 hour
37.	Laboratory Compression of Concrete Cores (ASTM C39)	\$30.00 each
38.	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$65.00 each
39.	Los Angeles Abrasion (ASTM C535 – 09)	\$250.00 each
40.	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$40.00 each
41.	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyrotory 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.	\$350.00 each
42.	For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$75.00 trip
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.	\$300.00 each
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.	\$120.00 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.
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.

\$55.00
each

\$25.00 each
(min 3 per
trip)

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 tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.



ENVIRONMENTAL CONSULTING
GEOTECHNICAL ENGINEERING
MATERIALS TESTING
FAIRSHOULDS INSPECTION
BUILDING SERVICES

NODARSE
ASSOCIATES, INC.

Pinellas County

As requested, the following information is offered to substantiate our overhead multiplier and personnel hourly rates by classification for the above referenced Pinellas County Project:

Multiplier:

Based on 2009 Audited Overhead

Fringe Benefit Rate	47.09		
General Overhead Rate	<u>163.02</u>		
Total Home Office Overhead =	210.11		
Salary	100.00%		
FCCM	2.548		
Direct Expenses	6.66	OVERALL	
Operating Margin	30.00	MULTIPLIER	<u>3.4932</u>
	349.3180		

We have attached a copy of our 2009 Lorraine Odom letter from FOOT to substantiate our audited overhead rate.

Classification		Average Rate	Billing Rate
Principal		57.79	201.85
Sr. Professional Engineer		38.19	133.41
Professional Engineer		28.85	100.76
Senior Project Manager		28.81	100.64
Project Manager		24.04	83.97
Clerical		11.30	39.46
Senior Inspector		20.02	69.92
Technician		13.41	46.85
CADD Technician		18.61	65.00

I hereby certify that the current rates shown above are the actual rates for these employees, effective 02/12/11.

for Dinda Anderson, Atty. General 2-23-11
Maureen Boettger date
Controller, SVP

Rare Earth Sciences, Inc
d/b/a HSA Engineering & Scientists

Exhibit A
RATE SHEET

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$125.00 each
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	\$95.00/set of 3
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	\$145.00 /set of 3
4. Field Densities (Sand Cone, AASHTO T-191)	\$50.00 each
5. Field Densities (Nuclear Method, AASHTO T-238)	\$40.00 each
6. Limerock Thickness Determinations	\$50.00 each
7. Limerock Thickness Determinations (More Than 10 1/2")	\$95.00 each
8. Limerock Bearing Ratio (FM 5-515)	\$325.00 each
9. Quality Limerock {(Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis Carbonate % (FM-5-514), Plastic Index (T-90)}	\$200.00 each
10. Turbidity Test (Nephelometric Method - 214-A)	\$50.00 each
11. Soil Cement Mix Design	\$600.00 each
12. Compressive Strength of Soil Cement Cores (3 each) (Includes Coring) (ASTM-D1633)	\$150.00 /set of 3
13. Hour Technician Time (Monitoring Soil Cement Installation)	\$55.00 /hour
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136-06)	\$80.00 each
15. Soil Classifications per ASTM D-2487	\$90.00 each
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 each
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$50.00 /hr
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$170.00 each
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$300.00 each
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$150.00 each
21. Determining the PH of Soil and Water (FM1-T032)	\$30.00 each
22. Resistivity of Soil and Water (FM5-551)	\$60.00 each
23. Chloride in Soil and Water (FM 5-552)	\$50.00 each
24. Sulfate in Soil and Water (FM 5-553)	\$50.00 each
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$50.00 each
26. Specific Gravity of Coarse Aggregate - AASHTO T85-81	\$75.00 each
27. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method - 214-A)	\$85.00 each
28. Hand Auger Borings (per lineal foot)	\$12.00 / foot
29. Organic Content (FM 1T-267)	\$50.00 each
30. Standard Percolation Test	\$250.00 each
31. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$180.00 each
32. Air Content of Fresh concrete (ASTM C173 or C231)	\$25.00 each
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$45.00/hr
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$30.00 ea
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$60.00 / hr
36. Coring of Hardened Concrete (ASTM C42)	\$60.00 / hr
37. Laboratory Compression of Concrete Cores (ASTM C39)	\$35.00 each
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$85.00 each
39. Los Angeles Abrasion (ASTM C535-09)	\$200.00 each
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$50.00 each
41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyration Compactor (ASTM 6925)	\$150.00 each
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$75.00 / trip

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 Sampling Report Form.	<u>\$325.00 each</u>
44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting cores 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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.	<u>\$80.00 / core</u>
45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores samples, 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.	<u>\$45.00 / core</u>
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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County Sampling Report Form.	<u>\$50.00 each</u>

Note:

It is the responsibility of the Testing Laboratory to sample or pick up materials for testing in accordance with the applicable test method to perform the tests and to report results to the County. The above referenced tests also include travel time, sampling and pick-up. This may necessitate working on weekends or evening hours and estimates should reflect these possibilities.

Exhibit A
RATE SHEET
Page 1 of 2

Estimated Quantities

	Unit Price For First Test \$180.00	Unit Price For Add. Tests \$100.00
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A		
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	\$283.00	\$123.00
3. Field Densities (Sand Cone, AASHTO T-191)	\$140.00	\$35.00
4. Field Densities (Nuclear Method, AASHTO T-238)	\$123.00	\$18.00
5. Limerock Thickness Determinations	\$130.00	\$25.00
6. Limerock More Than 10 1/2" Thickness	\$140.00	\$35.00
7. Limerock Bearing Ratio	\$380.00	\$300.00
8. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	\$290.00	\$210.00
9. Turbidity Test (Nephelometric Method – 214-A)	\$123.00	\$18.00
10. Soil Cement Mix Design	\$615.00	--
11. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	\$255.00	\$175.00
12. Hour Technician Time (Monitoring Soil Cement Installation)	\$50.00	
13. Underdrain Filter Material (T27) (Sieve Analysis)	\$130.00	\$50.00
14. Soils Classifications per ASTM D-2487	\$205.00	\$125.00
15. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	\$480.00	--
16. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$50.00	--
17. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$490.00	\$410.00
18. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$505.00	\$425.00
19. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$380.00	\$300.00
20. Determining the PH of Soil and Water (FM1-T032)	\$128.00	\$23.00
21. Resistivity of Soil and Water (FM5-551)	\$145.00	\$40.00
22. Chloride in Soil and Water (FM 5-552)	\$140.00	\$35.00
23. Sulfate in Soil and Water (FM 5-553)	\$140.00	\$35.00
24. Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$140.00	\$35.00
25. Specific Gravity of Coarse Aggregate – AASHTO T85-81	\$180.00	\$75.00
26. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method – 214-A)	\$125.00	\$20.00
27. Hand Auger Borings (per lineal foot)	\$105.00	\$8.00
28. Organic Content (FM 1T-267)	\$140.00	\$35.00
29. Standard Percolation Test	\$550.00	--
30. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$232.00	\$127.00
31. Air Content of Fresh concrete (ASTM C173 or C231)	\$15.00	\$15.00
32. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$250.00	\$90.00
33. Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$50.00	\$25.00
34. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$160.00	\$35.00
35. Coring of Hardened Concrete (ASTM C42)	\$155.00	\$50.00
36. Laboratory Compression of Concrete Cores (ASTM C39)	\$50.00	\$25.00
37. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$180.00	\$75.00
38. Los Angeles Abrasion	\$395.00	\$315.00
39. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$180.00	\$75.00
40. Gyratory Compaction (ASTM 6925)	\$190.00	\$110.00
41. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$80.00	--



Ardaman & Associates, Inc.

Exhibit A
RATE SHEET
Page 2 of 2

42.	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), Resistance to Plastic Flow Using Marshall Apparatus (FM 5-511), 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, and in no case shall the facsimile report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile report shall also contain Pinellas County's Sampling Report Form.	\$765.00	\$685.00
43.	Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control.	\$205.00	\$125.00
44.	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, and in no case shall the facsimile report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile report shall also contain Pinellas County's Sampling Report Form.	\$280.00	\$200.00
45.	Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238).	\$120.00	\$15.00
46.	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),	\$250.00	\$200.00

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 tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

Standby Time will be charged at an hourly rate of \$50.00 when:

- More than 0.25 hour for each sample pickup
- More than 1 hour collect and mold concrete specimens
- Less than 3 field density tests per hour
- Less than 3 turbidity tests per hour
- More than 4 hours to monitor and test asphalt test strip
- Less than 4 rebound tests per hour
- Less than 2 concrete cores per hour
- Less than 2 asphalt cores per hour

Traffic control to be included in Item 43 will be limited to an Ardaman truck with a flashing light and four traffic cones.



Ardaman & Associates, Inc.

1

“Exhibit A”
Tests and Services
Typically Requested for Pinellas County Projects

Item	Description	Unit Rate
1	Proctors (Standard T-99 & Modified AASHTO T-180) Method A	150.00 ea.
2	Sets of Concrete Cylinders (3 each) (Strength & Compression) AASHTO T-22 or ASTM C-39, Cured by AASHTO T-23 Lab to provide molds, pick-up, testing and reporting	90.00/set
3	Sets of Concrete Cylinders (3 each) (Strength & Compression) AASHTO T-22 or ASTM C-39, Cured by AASHTO T-23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	130.00/set
4	Field Densities (Sand Cone, AASHTO T-191) (minimum of 2)	40.00 ea.
5	Field Densities (Nuclear Method, AASHTO T-238) (minimum of 2)	30.00 ea.
6	Limerock Thickness Determinations (with Density testing)	5.00 ea.
7	Limerock Thickness Determinations (more than 10½") (with Density testing)	15.00 ea.
8	Limerock Bearing Ratio (FM 5-515)	335.00 ea.
9	Quality Limerock (including Gradation [T-27], Liquid Limit [T-89], Chemical Analysis - Carbonate % [FM 5-514], Plastic Index [T-90])	175.00 ea.
10	Turbidity Test (Nephelometric Method - 214-A)	75.00 ea.
11	Soil Cement Mix Design	450.00 ea.
12	Compressive Strength of Soil Cement Cores (3 each), includes coring (ASTM D-1633)	165.00/set
13	Hour Technician Time (monitoring Soil Cement Installation)	60.00/hr
14	Sieve Analysis of Fine and Coarse Aggregates (ASTM C-136 - 06)	35.00 ea.
15	Soils Classifications per ASTM D-2487	87.50 ea.

“Exhibit A”

2

**Tests and Services
Typically Requested for Pinellas County Projects**

Item	Description	Unit Rate
16	Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples (FM 1-T238, ASTM D-2950)	485.00 ea.
17	Hour Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	60.00/hr.
18	Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	175.00 ea.
19	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C-88)	225.00 ea.
20	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine (ASTM C-131)	125.00 ea.
21	Determining the pH of Soil and Water (FM 1-T032)	35.00 ea.
22	Resistivity of Soil and Water (FM 5-551)	75.00 ea.
23	Chloride in Soil and Water (FM 5-552)	45.00 ea.
24	Sulfate in Soil and Water (FM 5-553)	45.00 ea.
25	Chloride in Retaining Wall Soil Backfill (FM 5-556)	45.00 ea.
26	Specific Gravity of Coarse Aggregate - AASHTO T85-81	50.00 ea.
27	Turbidity Test (Saturday and Sunday work only) (Nephelometric Method 214-A)	75.00 ea.
28	Hand Auger Borings (per lineal foot)	9.50/LF
29	Organic Content (FM 1T-267)	35.00 ea.
30	Standard Percolation Test	200.00 ea.
31	Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	210.00 ea.

“Exhibit A”

3

**Tests and Services
Typically Requested for Pinellas County Projects**

Item	Description	Unit Rate
32	Air Content of Fresh Concrete (ASTM C-173 or C-231) (with Cylinder Preparation)	15.00 ea.
33	Beam Preparation (ASTM C-31) of Fresh Concrete and Pick-up	120.00/set
34	Laboratory Flexural Strength of Molded Beams (ASTM C-78)	40.00 ea.
35	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C-805)	65.00/hr.
36	Coring of Hardened Concrete (ASTM C-42)	70.00/hr.
37	Laboratory Compression of Concrete Cores (ASTM C-39)	25.00 ea.
38	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	45.00 ea.
39	Los Angeles Abrasion (ASTM C-535 - 09)	150.00 ea.
40	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	45.00 ea.
41	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by means of the Superpave Gyratory Compactor (ASTM 6925)	275.00 ea.
42	For travel to a project site when no sample is available for pick-up (Lump Sum per trip)	60.00/trip
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.	340.00 ea.

“Exhibit A”

4

Tests and Services Typically Requested for Pinellas County Projects

Item	Description	Unit Rate
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.	175.00 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.	75.00 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.	60.00/hr.

Tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates reflect these possibilities.

AGREEMENT
SECTION 1
INTENT OF AGREEMENT

*Originals
to be
signed.*

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Engineering and Environmental Services Department**

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

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

- specifications provided at the beginning of each contract or from FDOT Specifications).
8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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
INDEMNIFICATION

18.1 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.

18.2 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 19
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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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 26
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.

Tierra, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 

Print Name: LUIS F. MAHOMED

Title: PRESIDENT Date: 3/15/11

By: _____

Chairman

Date: _____

ATTEST:

ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 

Print Name: Angela Schab

Title: Staff Accountant Date: 3/15/11

By: _____

Deputy Clerk

Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 

Office of the County Attorney

Exhibit A
RATE SHEET

	Unit Price
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$185.00 each
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/set of 3
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	\$270.00 /set of 3
4. Field Densities (Sand Cone, AASHTO T-191)	\$130.00 each
5. Field Densities (Nuclear Method, AASHTO T-238)	\$115.00 each
6. Limerock Thickness Determinations	\$145.00 each
7. Limerock Thickness Determinations (More Than 10 1/2")	\$200.00 each
8. Limerock Bearing Ratio (FM 5-515)	\$350.00 each
9. Quality Limerock {(Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis Carbonate % (FM-5-514), Plastic Index (T-90)}	\$255.00 each
10. Turbidity Test (Nephelometric Method - 214-A)	\$140.00 each
11. Soil Cement Mix Design	\$750.00 each
12. Compressive Strength of Soil Cement Cores (3 each) (Includes Coring) (ASTM-D1633)	\$250.00 /set of 3
13. Hour Technician Time (Monitoring Soil Cement Installation)	\$55.00 /hour
14. Sieve Analysis of Fine and Coarse Aggregates (ASTM C136-06)	\$140.00 each
15. Soil Classifications per ASTM D-2487	\$140.00 each
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 each
17. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$55.00 /hr
18. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$230.00 each
19. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$300.00 each
20. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$170.00 each
21. Determining the PH of Soil and Water (FM1-T032)	\$100.00 each
22. Resistivity of Soil and Water (FM5-551)	\$100.00 each
23. Chloride in Soil and Water (FM 5-552)	\$100.00 each
24. Sulfate in Soil and Water (FM 5-553)	\$100.00 each
25. Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$100.00 each
26. Specific Gravity of Coarse Aggregate - AASHTO T85-81	\$130.00 each
27. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method - 214-A)	\$180.00 each
28. Hand Auger Borings (per lineal foot)	\$24.00 / foot
29. Organic Content (FM 1T-267)	\$115.00 each
30. Standard Percolation Test	\$250.00 each
31. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$240.00 each
32. Air Content of Fresh concrete (ASTM C173 or C231)	\$25.00 each
33. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$300.00 / set 3
34. Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$155.00/ set 3
35. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$60.00 / hr
36. Coring of Hardened Concrete (ASTM C42)	\$60.00 / hr
37. Laboratory Compression of Concrete Cores (ASTM C39)	\$105.00 each
38. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$175.00 each
39. Los Angeles Abrasion (ASTM C535-09)	\$200.00 each
40. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$110.00 each
41. Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyratory Compactor (ASTM 6925)	\$250.00 each
42. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$90.00 / trip

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 Sampling Report Form.

\$350.00 each
44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting cores 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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form.

\$165.00 / hr
45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores samples, 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.

\$95.00 / core
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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County Sampling Report Form.

\$115.00 each

Note:

It is the responsibility of the Testing Laboratory to sample or pick up materials for testing in accordance with the applicable test method to perform the tests and to report results to the County. The above referenced tests also include travel time, sampling and pick-up. This may necessitate working on weekends or evening hours and estimates should reflect these possibilities.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/17/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-800-524-0191 Arthur J. Gallagher Risk Management Services, Inc. 7380 W. Sand Lake Road Suite 390 Orlando, FL 32819 Heather Prowant	CONTACT NAME: Mary Bland PHONE (A/C, No. Ext): FAX (A/C, No): 407-370-3057 E-MAIL ADDRESS: mary_bland@ajg.com PRODUCER CUSTOMER ID #:														
INSURED Tierra, Inc. 7351 Temple Terrace Highway Temple Terrace, FL 33637	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: LIBERTY MUT FIRE INS CO</td><td>23035</td></tr><tr><td>INSURER B: LM INS CORP</td><td>33600</td></tr><tr><td>INSURER C: LIBERTY MUT INS CO</td><td>23043</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: LIBERTY MUT FIRE INS CO	23035	INSURER B: LM INS CORP	33600	INSURER C: LIBERTY MUT INS CO	23043	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER: 20173346

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR. WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		TB2-Z51-288856-020	05/01/10	05/01/11	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					\$
B	AUTOMOBILE LIABILITY		AS5-Z51-288856-030	05/01/10	05/01/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
						\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	TH2-Z51-288856-070	05/01/10	05/01/11	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> DEDUCTIBLE					AGGREGATE \$ 5,000,000
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC1-Z51-288856-080	05/01/10	05/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N <input checked="" type="checkbox"/> N				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE Consulting Services for Material Testing Services, Contract No: 090-0446-CN (AM)
Pinellas County is shown as an additional insured solely with respect to general and auto liability coverage under (GL) End. #LB 3219 0805, (Auto) End. #Ca 2048 0299 as evidenced herein as required by written contract with respect to work performed by the named insured.
A waiver of subrogation in favor of Pinellas County is included under the workers' compensation and general liability coverage under (WC) End. #WC000313 Ed. 4/1/1984 & (GL) End. #CG 2404 1093 as evidenced herein as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Pinellas County Director of Risk Management Director of Purchasing 400 South Ft. Harrison Avenue, Sixth Floor Clearwater, FL 33756 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---

marblan
ACORD 25 (2009/09)
20173346

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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY		NAMED INSURED Tierra, Inc.	
POLICY NUMBER		7351 Temple Terrace Highway	
CARRIER	NAIC CODE	Temple Terrace, FL 33637	
		EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

30 Day Notice of Cancellation provided to Pinellas County per (WC) End. #WC 990304 Ed. 9/1/1987, (GL & Auto) End.
#LA 99224 Ed. 09/10

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
3/15/2011

PRODUCER

ISU Suncoast Insurance Assoc
P.O. Box 22668
Tampa, FL 33622-2668
813 289-5200

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

Tierra, Inc.
7351 Temple Terrace Highway
Tampa, FL 33637

INSURERS AFFORDING COVERAGE

NAIC

INSURER A: **XL Specialty Insurance Company****37885**

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
		GENERAL LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
		<input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR				MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
		GEN'L AGGREGATE LIMIT APPLIES PER				PRODUCTS - COMP/OP AGG \$
		<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
		<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
		<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
		<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
		<input type="checkbox"/> HIRED AUTOS				
		<input type="checkbox"/> NON-OWNED AUTOS				
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
		<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
						AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE \$
		<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
						\$
		<input type="checkbox"/> DEDUCTIBLE				\$
		<input type="checkbox"/> RETENTION \$				\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT \$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$
A		OTHER Professional Liability	DPR9685224	05/01/10	05/01/11	\$1,000,000 per claim \$2,000,000 annl aggr.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Professional liability is written on a claims made and reported basis.

Professional Liability retroactive date is July 1, 1992 and has a \$50,000 per claim deductible.

CERTIFICATE HOLDER

Pinellas County
400 South Ft. Harrison
Sixth Floor
Clearwater, FL 33756

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR
Engineering and Environmental Services Department**

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

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

specifications provided at the beginning of each contract or from FDOT Specifications).

8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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 INDEMNIFICATION

18.1 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.

18.2 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 19 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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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.

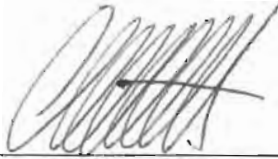
SECTION 26
GOVERNING LAW AND AGREEMENT EXECUTION

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.

Nodarse & Associates, Inc.

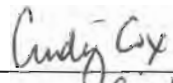
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: Craig M. Anstett
Title: V.P. Date: 3-15-11

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Cindy Cox
Title: Project Coordinator Date: 3/15/11

By: _____
Deputy Clerk Date: _____



APPROVAL AS TO FORM:

By: 
Office of the County Attorney



**Exhibit A
RATE SHEET**

Estimated Quantities		Unit Price
1.	Proctors (Standard T-99 & Modified AASHTO T-180) Method A	<u>\$110.00 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>\$120.00 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>\$160.00 set</u>
4.	Field Densities (Sand Cone, AASHTO T-191)	<u>\$30.00 each (min 3 per trip)</u>
5.	Field Densities (Nuclear Method, AASHTO T-238)	<u>\$25.00 each (min 3 per trip)</u>
6.	Limerock Thickness Determinations	<u>\$7.50 each (min 3 per trip)</u>
7.	Limerock Thickness Determinations More (Than 10 1/2")	<u>\$15.00 each (min 3 per trip)</u>
8.	Limerock Bearing Ratio (FM 5-515)	<u>\$325.00 each</u>
9.	Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	<u>\$200.00 each</u>
10.	Turbidity Test (Nephelometric Method – 214-A)	<u>\$27.50 each (min 3 per trip)</u>
11.	Soil Cement Mix Design	<u>\$600.00 each</u>
12.	Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	<u>\$250.00 each</u>
13.	Hour Technician Time (Monitoring Soil Cement Installation)	<u>\$50.00 hour</u>
14.	Sieve Analysis of Fine and Coarse Aggregates (ASTM C136 -06)	<u>\$100.00 each</u>
15.	Soils Classifications per ASTM D-2487	<u>\$90.00 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>\$500.00 strip</u>
17.	Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	<u>\$50.00 hour</u>
18.	Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	<u>\$225.00 each</u>
19.	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	<u>\$275.00 each</u>
20.	Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	<u>\$250.00 each</u>



21.	Determining the PH of Soil and Water (FM1-T032)	\$35.00 each
22.	Resistivity of Soil and Water (FM5-551)	\$75.00 each
23.	Chloride in Soil and Water (FM 5-552)	\$50.00 each
24.	Sulfate in Soil and Water (FM 5-553)	\$50.00 each
25.	Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$75.00 each
26.	Specific Gravity of Coarse Aggregate – AASHTO T85-81	\$65.00 each
27.	Turbidity Test (Saturday and Sunday work only) (Nephelometric Method 214-A)	\$200.00 trip
28.	Hand Auger Borings (per lineal foot)	\$10.00 foot
29.	Organic Content (FM 1T-267)	\$45.00 each
30.		\$150.00
	Standard Percolation Test	each
31.		\$275.00
	Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	each
32.	Air Content of Fresh concrete (ASTM C173 or C231)	\$20.00 each
33.	Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$40.00 hour
34.	Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$25.00 each
35.	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$65.00 hour
36.	Coring of Hardened Concrete (ASTM C42)	\$75.00 hour
37.	Laboratory Compression of Concrete Cores (ASTM C39)	\$30.00 each
38.	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$65.00 each
39.		\$250.00
	Los Angeles Abrasion (ASTM C535 – 09)	each
40.	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$40.00 each
41.	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.	\$350.00 each
42.	For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$75.00 trip
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.	\$300.00 each
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.	\$120.00 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.
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.

\$55.00
each

\$25.00 each
(min 3 per
trip)

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 tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.



ENVIRONMENTAL CONSULTING
GEO TECHNICAL ENGINEERING
MATERIALS TESTING
THRESHOLD INSPECTION
DREDGING SERVICES

NODARSE
ASSOCIATES, INC.

Pinellas County

As requested, the following information is offered to substantiate our overhead multiplier and personnel hourly rates by classification for the above referenced Pinellas County Project:

Multiplier:

Based on 2009 Audited Overhead

Fringe Benefit Rate	47.09		
General Overhead Rate	<u>163.02</u>		
Total Home Office Overhead =	210.11		
Salary	100.00%		
FCCM	2.548		
Direct Expenses	6.66	OVERALL	
Operating Margin	30.00	MULTIPLIER	<u>3.4932</u>
	349.3180		

We have attached a copy of our 2009 Lorraine Odom letter from FDOT to substantiate our audited overhead rate.

Classification		Average Rate	Billing Rate
Principal		57.79	201.85
Sr. Professional Engineer		38.19	133.41
Professional Engineer		28.85	100.76
Senior Project Manager		28.81	100.64
Project Manager		24.04	83.97
Clerical		11.30	39.46
Senior Inspector		20.02	69.92
Technician		13.41	46.85
CADD Technician		18.61	65.00

I hereby certify that the current rates shown above are the actual rates for these employees, effective 02/12/11.

for Dinda Anderson, Atty. General 2-23-11
Maureen Boettger date
Controller, SVP

GAINESVILLE
TALLAHASSEE

JACKSONVILLE
TAMPA

LANDLAW
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P: 407-740-4110 F: 800-453-4745 F: 407-740-6112
WWW.NODARSE.COM

AGREEMENT

SECTION 1 INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR Engineering and Environmental Services Department

THIS AGREEMENT, entered into on the ____ day of ____ 20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Rare Earth Sciences, Inc. d/b/a HSA Engineering & Scientists, with offices in Tampa, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

specifications provided at the beginning of each contract or from FDOT Specifications).

8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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 INDEMNIFICATION

18.1 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.

18.2 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 19 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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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 26
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.

Rare Earth Sciences, Inc. d/b/a HSA
Engineering & Scientists

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: Bruce Bosserman
Print Name: BRUCE BOSSERMAN
Title: VP Date: 3/17/11

By: _____
Chairman Date: _____

ATTEST:

By: [Signature]
Print Name: Andy Alkordi
Title: Partner / Senior Engineer Date: 3/18/11

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: Michelle Wallace
Office of the County Attorney

**Exhibit A
RATE SHEET**

	Unit Price
1 Proctors (Standard T-99 & Modified AASHTO T-180) Method A	\$125.00 each
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	\$95.00/set of 3
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	\$145.00 /set of 3
4 Field Densities (Sand Cone, AASHTO T-191)	\$50.00 each
5 Field Densities (Nuclear Method, AASHTO T-238)	\$40.00 each
6 Limerock Thickness Determinations	\$50.00 each
7 Limerock Thickness Determinations (More Than 10 1/2")	\$95.00 each
8 Limerock Bearing Ratio (FM 5-515)	\$325.00 each
9 Quality Limerock {(Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis Carbonate % (FM-5-514), Plastic Index (T-90)}	\$200.00 each
10 Turbidity Test (Nephelometric Method - 214-A)	\$50.00 each
11 Soil Cement Mix Design	\$600.00 each
12 Compressive Strength of Soil Cement Cores (3 each) (Includes Coring) (ASTM-D1633)	\$150.00 /set of 3
13 Hour Technician Time (Monitoring Soil Cement Installation)	\$55.00 /hour
14 Sieve Analysis of Fine and Coarse Aggregates (ASTM C136-06)	\$80.00 each
15 Soil Classifications per ASTM D-2487	\$90.00 each
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 each
17 Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$50.00 /hr
18 Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$170.00 each
19 Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$300.00 each
20 Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$150.00 each
21 Determining the PH of Soil and Water (FM1-T032)	\$30.00 each
22 Resistivity of Soil and Water (FM5-551)	\$60.00 each
23 Chloride in Soil and Water (FM 5-552)	\$50.00 each
24 Sulfate in Soil and Water (FM 5-553)	\$50.00 each
25 Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$50.00 each
26 Specific Gravity of Coarse Aggregate - AASHTO T85-81	\$75.00 each
27 Turbidity Test (Saturday and Sunday work only) (Nephelometric Method - 214-A)	\$85.00 each
28 Hand Auger Borings (per lineal foot)	\$12.00 / foot
29 Organic Content (FM 1T-267)	\$50.00 each
30 Standard Percolation Test	\$250.00 each
31 Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$180.00 each
32 Air Content of Fresh concrete (ASTM C173 or C231)	\$25.00 each
33 Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$45.00/hr
34 Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$30.00 ea
35 Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$60.00 / hr
36 Coring of Hardened Concrete (ASTM C42)	\$60.00 / hr
37 Laboratory Compression of Concrete Cores (ASTM C39)	\$35.00 each
38 Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$85.00 each
39 Los Angeles Abrasion (ASTM C535-09)	\$200.00 each
40 Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$50.00 each
41 Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by Means of the Superpave Gyration Compactor (ASTM 6925)	\$150.00 each
42 For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$75.00 / trip

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|--|------------------------------|
| 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 Sampling Report Form. | <u>\$325.00 each</u> |
| 44. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting cores 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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County's Sampling Report Form. | <u>\$80.00 / core</u> |
| 45. Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including picking up cores samples, 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. | <u>\$45.00 / core</u> |
| 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 sample pick-up or delivery time. The facsimile or e-mail report shall also contain Pinellas County Sampling Report Form. | <u>\$50.00 each</u> |

Note:

It is the responsibility of the Testing Laboratory to sample or pick up materials for testing in accordance with the applicable test method to perform the tests and to report results to the County. The above referenced tests also include travel time, sampling and pick-up. This may necessitate working on weekends or evening hours and estimates should reflect these possibilities.

AGREEMENT

SECTION 1 INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR Engineering and Environmental Services Department

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

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

specifications provided at the beginning of each contract or from FDOT Specifications).

8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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
INDEMNIFICATION

18.1 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.

18.2 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 19
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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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 26
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.

Ardaman & Associates, Inc.

PINELLAS COUNTY, by and through its Board of
County Commissioners

By: *Joseph A. Armon*
Print Name: JOSEPH A. ARMON PE
Title: Vice President Date: 3/18/11

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: *Cynthia G. Parker*
Print Name: Cynthia G. Parker
Title: County Administrator Date: 3-18-11

By: _____
Deputy Clerk Date: _____



(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: *Michelle Wallace*
Office of the County Attorney

Exhibit A
RATE SHEET
Page 1 of 2

Estimated Quantities

	Unit Price For First Test \$180.00	Unit Price For Add. Tests \$100.00
1. Proctors (Standard T-99 & Modified AASHTO T-180) Method A		
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	\$283.00	\$123.00
3. Field Densities (Sand Cone, AASHTO T-191)	\$140.00	\$35.00
4. Field Densities (Nuclear Method, AASHTO T-238)	\$123.00	\$18.00
5. Limerock Thickness Determinations	\$130.00	\$25.00
6. Limerock More Than 10 1/2" Thickness	\$140.00	\$35.00
7. Limerock Bearing Ratio	\$380.00	\$300.00
8. Quality Limerock [Incl. Gradation (T-27), Liquid Limit (T-89), Chemical Analysis – Carbonate % (FM-5-514), Plastic Index (T-90)]	\$290.00	\$210.00
9. Turbidity Test (Nephelometric Method – 214-A)	\$123.00	\$18.00
10. Soil Cement Mix Design	\$615.00	--
11. Compressive Strength of Soil Cement Cores (3 Each) (Includes Coring) (ASTM-D1633)	\$255.00	\$175.00
12. Hour Technician Time (Monitoring Soil Cement Installation)	\$50.00	
13. Underdrain Filter Material (T27) (Sieve Analysis)	\$130.00	\$50.00
14. Soils Classifications per ASTM D-2487	\$205.00	\$125.00
15. Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples) (FM 1-T238, ASTM D2950)	\$480.00	--
16. Hours Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	\$50.00	--
17. Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	\$490.00	\$410.00
18. Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C88)	\$505.00	\$425.00
19. Resistance to Abrasion of Small Size Course Aggregate by Use of the Los Angeles Machine (ASTM C 131)	\$380.00	\$300.00
20. Determining the PH of Soil and Water (FM1-T032)	\$128.00	\$23.00
21. Resistivity of Soil and Water (FM5-551)	\$145.00	\$40.00
22. Chloride in Soil and Water (FM 5-552)	\$140.00	\$35.00
23. Sulfate in Soil and Water (FM 5-553)	\$140.00	\$35.00
24. Chloride in Retaining Wall Soil Backfill (FM 5-556)	\$140.00	\$35.00
25. Specific Gravity of Coarse Aggregate – AASHTO T85-81	\$180.00	\$75.00
26. Turbidity Test (Saturday and Sunday work only) (Nephelometric Method – 214-A)	\$125.00	\$20.00
27. Hand Auger Borings (per lineal foot)	\$105.00	\$8.00
28. Organic Content (FM 1T-267)	\$140.00	\$35.00
29. Standard Percolation Test	\$550.00	--
30. Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	\$232.00	\$127.00
31. Air Content of Fresh concrete (ASTM C173 or C231)	\$15.00	\$15.00
32. Beam Preparation (ASTM C31) of Fresh Concrete and Pickup	\$250.00	\$90.00
33. Laboratory Flexural Strength of Molded Beams (ASTM C78)	\$50.00	\$25.00
34. Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C805)	\$160.00	\$35.00
35. Coring of Hardened Concrete (ASTM C42)	\$155.00	\$50.00
36. Laboratory Compression of Concrete Cores (ASTM C39)	\$50.00	\$25.00
37. Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	\$180.00	\$75.00
38. Los Angeles Abrasion	\$395.00	\$315.00
39. Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	\$180.00	\$75.00
40. Gyratory Compaction (ASTM 6925)	\$190.00	\$110.00
41. For travel to a project site when no sample is available for pick-up (Lump Sum per Trip)	\$80.00	--



Ardaman & Associates, Inc.

Exhibit A
RATE SHEET
Page 2 of 2

42.	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), Resistance to Plastic Flow Using Marshall Apparatus (FM 5-511), 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, and in no case shall the facsimile report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile report shall also contain Pinellas County's Sampling Report Form.	\$765.00	\$685.00
43.	Bulk Specific Gravity of In-Place Bituminous Pavement Cores (FM 1-T166), including cutting core samples, lift separation, measuring thickness, and traffic control.	\$205.00	\$125.00
44.	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, and in no case shall the facsimile report of findings exceed twenty-four (24) hours from the sample pick-up or delivery time. The facsimile report shall also contain Pinellas County's Sampling Report Form.	\$280.00	\$200.00
45.	Density of Bituminous Concrete Mixtures In-Place by the Nuclear Method (FM 1-T238).	\$120.00	\$15.00
46.	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),	\$250.00	\$200.00

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 tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.

Standby Time will be charged at an hourly rate of \$50.00 when:

- More than 0.25 hour for each sample pickup
- More than 1 hour collect and mold concrete specimens
- Less than 3 field density tests per hour
- Less than 3 turbidity tests per hour
- More than 4 hours to monitor and test asphalt test strip
- Less than 4 rebound tests per hour
- Less than 2 concrete cores per hour
- Less than 2 asphalt cores per hour

Traffic control to be included in Item 43 will be limited to an Ardaman truck with a flashing light and four traffic cones.



AGREEMENT

SECTION 1 INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL MATERIALS TESTING SERVICES FOR Engineering and Environmental Services Department

THIS AGREEMENT, entered into on the ____ day of ____ 20____ between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and Driggers Engineering Services, Inc., with offices in Clearwater, FL, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY requires **PROFESSIONAL MATERIALS TESTING SERVICES** associated with County Projects on an as needed basis, herein referred as Work Assignments.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL MATERIALS TESTING 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 OBJECTIVE- SERVICES TO BE PERFORMED

The COUNTY requires the support of the Engineering 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.

The CONSULTANT shall function as an extension of the COUNTY'S resources by providing qualified technical and professional personnel to perform the duties and responsibilities assigned under the terms of this AGREEMENT. The CONSULTANT shall minimize the COUNTY'S need to apply its own resources to assignments authorized by the COUNTY. The COUNTY, as its option, may elect to expand, reduce, or delete the extent of each WORK element described in this Section, as well as, Sections 3 and 4, provided such action does not alter the intent of this AGREEMENT.

The services to be provided by the CONSULTANT are to perform as needed geotechnical testing and monitoring services.

2.1.1 PROJECT DATA

- A. Project Name: Materials Testing Services
- B. Project Area: Countywide

2.1.2 The WORK requirements shall provide for the following:

- A. The CONSULTANT shall perform testing services as required by the COUNTY. Items include, but are not limited to, sampling and testing construction materials for various Public Works projects in accordance with the most current versions of the American Society for Testing Materials (ASTM), Florida Department of Transportation (FDOT) and/or the American Association of State Highway and Transportation Officials (AASHTO) specifications for the required test.
- B. The CONSULTANT shall sample or pick up materials for testing in accordance with the most current version of ASTM, FDOT and/or AASHTO specifications for the required tests, or as directed by the Director of Public Works and Transportation or designee to perform the test, and to report the results to the COUNTY. The pick up of materials shall occur no later than within twenty-four (24) hours of the request but specifically at the required range of time specified by the COUNTY.
- C. All testing and reporting activities must be supervised by a Professional Engineer registered in the State of Florida. Based on the testing performed, the final reports shall contain but are not limited to the following:
 - 1. Pinellas County Project Title and Project Identification Number on all reports.
 - 2. When submitting reports, two (2) copies will be forwarded to the COUNTY and one (1) copy to the Contractor. All testing reports are to be signed and sealed, per state statute, by a Professional Engineer registered in the State of Florida.
 - 3. Identification of source of material tested, when applicable (Producer or Supplier).
 - 4. Date test was performed.
 - 5. Location of sample or test: to include station number and offset from centerline, when applicable.
 - 6. If test or sampling is performed by Pinellas County, the name of the individual performing should be reported.
 - 7. Accurate project specifications shall be included on all reports whenever applicable (This information can be obtained from project plans and

specifications provided at the beginning of each contract or from FDOT Specifications).

8. Reports on concrete cylinder compression tests at seven (7) and twenty eight (28) day breaks. Concrete Cylinder Test reports shall include the following information:
 - a. Project Title and P.I.D. Number
 - b. Location: Structure identification (i.e. wall, footing, curb, sidewalk, etc.) station and offset from centerline
 - c. Date: Cast
 - d. Cast by: Individual's name
 - e. Supplier: Name
 - f. Design Strength: PSI @ 28 days
 - g. Concrete: Class
 - h. Slump: Inches
 - i. Truck: Number
 - j. Invoice: Number
 - k. Mix: I.D. Number
 - l. Time: Batch
 - m. Time: Discharge from truck
 - n. Water added on side: Gallons
 9. Soil field density reports include the optimum moisture content with the proctor value for each test.
 10. The CONSULTANT will issue to the COUNTY'S Project Representative a FIELD DENSITY Report prior to leaving the project after field density tests are completed.
 11. The CONSULTANT will use a speedy moisture to determine moisture content on all soil field density tests.
 12. All Retests shall be identified on reports as such.
 13. No additional charges or fees are acceptable for "Sample Pick-ups".
 14. 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 tests also include sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates should reflect these possibilities.
 15. Invoices should show P.O. Number or P.I.D. Number, Project Title, Laboratory Number, Number of Tests, Unit Fees, Extensions, and a total amount billed to date and the amount due that invoice. Each invoice should include a copy of the test report and Pinellas County's C-22 card for each item being billed on the invoice.
- D. Contact and coordination of services shall be through the COUNTY'S Director of Public Works and Transportation or designee to insure continuity of effort and communications. The CONSULTANT'S communication with the Contractor or material supplier will be per the COUNTY'S request if required to coordinate sampling.
- E. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
- F. The unit prices shown in Exhibit A shall include the cost of all labor and materials used in collection samples, testing, and providing the report. No minimum number of tests per trip will be accepted by the COUNTY.
- G. Reports shall indicate pass, fail, and retest, when applicable.
- H. When applicable, prior to commencing WORK under this AGREEMENT, the CONSULTANT shall call "SUNSHINE" for the verification of utility locations. The

COUNTY shall not be responsible for the verification of utility locations. Where borings are required on private property, the CONSULTANT shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.

- I. Field investigations, analyses, and data furnished to the COUNTY by the CONSULTANT shall be fully adequate for the purposes of validating construction and the presentation of appropriate information to the contractor.
- J. Traffic Control will be provided by Contractor, except as described in Exhibit A, No. 42.

2.2 ASSIGNMENT OF WORK

Work to be performed by the CONSULTANT shall be on an assignment-by-assignment basis. Work Assignments shall be made by the COUNTY'S Director of Public Works & Transportation 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 CONSULTANT RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work. The CONSULTANT shall utilize that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities.
- 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. 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.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. 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.
- 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. Comments made by the COUNTY on Preliminary Reports as described in Exhibit A, Items 43-46, shall be resubmitted within twenty-four (24) hours of receipt.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

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.

- 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 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

- A. 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 as described in Exhibit A, items 43 through 46 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 All progress reports and invoices shall be mailed to the attention of the Fiscal Manager, Public Works Financial Services, 14 S. Ft. Harrison Avenue, Clearwater, FL 33756.

5.4 Invoices not properly prepared (mathematical errors, billing not reflecting actual work done, no signature, not containing the proper back-up reports, etc.) shall be returned to the CONSULTANT for correction.

5.5 Invoices shall be submitted in a format that identifies specific project name, P.I.D. number, and individual line items.

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 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.

6.2 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 One Million Eight Hundred Thousand and 00/100 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. This AGREEMENT contains One (1) additional Two (2) year term extension option, based upon performance, beyond the primary AGREEMENT period.

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 COUNTYS 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 task orders as needed throughout the AGREEMENT term.

7.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed task orders unless such services and compensation therefore, shall be provided for by appropriate written authorization via a change order to the task order. 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.

SECTION 9 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 Public Works and Transportation 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 or termination of this AGREEMENT,

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

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

SECTION 13 INSURANCE COVERAGE

13.1 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.

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

13.1.2 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.

13.1.3 Professional Liability Insurance (including Errors and Omissions) with minimum limits of \$2,000,000 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.

13.1.4 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.

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

13.2.1 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.

13.2.2 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.

13.2.3 The term COUNTY in this Section 13 shall include the Board of County Commissioners, all its members, its officers, and employees while acting on behalf of Pinellas County.

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

13.2.5 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.

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

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
INDEMNIFICATION

18.1 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.

18.2 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 19
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 20 TERMINATION OF AGREEMENT

20.1 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.

20.2 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.

20.3 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.

20.4 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 21 AGREEMENT TERM

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

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

SECTION 22 CONFLICT OF INTEREST

22.1 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.

22.2 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 23
ENTIRE 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 24
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 26
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.

Driggers Engineering Services, Inc.

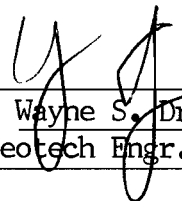
PINELLAS COUNTY, by and through its Board of
County Commissioners

By: 
Print Name: F. Jaime Driggers, P.E.
Title: President Date: 3/14/11

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: 
Print Name: Wayne S. Driggers, P.E.
Title: Sr. Geotech Engr. Date: 3/14/11

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: 
Office of the County Attorney

“Exhibit A”

1

Tests and Services

Typically Requested for Pinellas County Projects

Item	Description	Unit Rate
1	Proctors (Standard T-99 & Modified AASHTO T-180) Method A	150.00 ea.
2	Sets of Concrete Cylinders (3 each) (Strength & Compression) AASHTO T-22 or ASTM C-39, Cured by AASHTO T-23 Lab to provide molds, pick-up, testing and reporting	90.00/set
3	Sets of Concrete Cylinders (3 each) (Strength & Compression) AASHTO T-22 or ASTM C-39, Cured by AASHTO T-23 Lab to cast cylinders, provide molds, pick-up, testing and reporting	130.00/set
4	Field Densities (Sand Cone, AASHTO T-191) (minimum of 2)	40.00 ea.
5	Field Densities (Nuclear Method, AASHTO T-238) (minimum of 2)	30.00 ea.
6	Limerock Thickness Determinations (with Density testing)	5.00 ea.
7	Limerock Thickness Determinations (more than 10½") (with Density testing)	15.00 ea.
8	Limerock Bearing Ratio (FM 5-515)	335.00 ea.
9	Quality Limerock (including Gradation [T-27], Liquid Limit [T-89], Chemical Analysis - Carbonate % [FM 5-514]. Plastic Index [T-90])	175.00 ea.
10	Turbidity Test (Nephelometric Method - 214-A)	75.00 ea.
11	Soil Cement Mix Design	450.00 ea.
12	Compressive Strength of Soil Cement Cores (3 each), includes coring (ASTM D-1633)	165.00/set
13	Hour Technician Time (monitoring Soil Cement Installation)	60.00/hr
14	Sieve Analysis of Fine and Coarse Aggregates (ASTM C-136 - 06)	35.00 ea.
15	Soils Classifications per ASTM D-2487	87.50 ea.

Sarasota

Phone: 941.371.3949
 Fax: 941.371.8962
 saroffice@driggers-eng.com

Clearwater

12220 49th Street North • Clearwater, Florida 33762
 Phone: 727.571.1313 • Fax: 727.572.4090
 clwoffice@driggers-eng.com

Tampa

Phone: 813.948.6027
 Fax: 813.948.7645
 tpaoffice@driggers-eng.com

“Exhibit A”

2

**Tests and Services
Typically Requested for Pinellas County Projects**

Item	Description	Unit Rate
16	Test Strip to establish rolling pattern for Asphaltic Concrete Laydown (including Nuclear Gauge and associated core samples (FM 1-T238, ASTM D-2950)	485.00 ea.
17	Hour Technician Time for requested monitoring, conferences, and other pre-approved work not mentioned above	60.00/hr.
18	Permeability of Granular Soils (Constant Head) (AASHTO T-215, ASTM D-2434)	175.00 ea.
19	Soundness of Aggregates by Use of Sodium Sulfate or Magnesium Sulfate (ASTM C-88)	225.00 ea.
20	Resistance to Abrasion of Small Size Coarse Aggregate by Use of the Los Angeles Machine (ASTM C-131)	125.00 ea.
21	Determining the pH of Soil and Water (FM 1-T032)	35.00 ea.
22	Resistivity of Soil and Water (FM 5-551)	75.00 ea.
23	Chloride in Soil and Water (FM 5-552)	45.00 ea.
24	Sulfate in Soil and Water (FM 5-553)	45.00 ea.
25	Chloride in Retaining Wall Soil Backfill (FM 5-556)	45.00 ea.
26	Specific Gravity of Coarse Aggregate - AASHTO T85-81	50.00 ea.
27	Turbidity Test (Saturday and Sunday work only) (Nephelometric Method 214-A)	75.00 ea.
28	Hand Auger Borings (per lineal foot)	9.50/LF
29	Organic Content (FM 1T-267)	35.00 ea.
30	Standard Percolation Test	200.00 ea.
31	Corrosivity Series (Resistance, pH, So ₄ , CL) (FDOT Method)	210.00 ea.

3

“Exhibit A”
Tests and Services
Typically Requested for Pinellas County Projects

Item	Description	Unit Rate
32	Air Content of Fresh Concrete (ASTM C-173 or C-231) (with Cylinder Preparation)	15.00 ea.
33	Beam Preparation (ASTM C-31) of Fresh Concrete and Pick-up	120.00/set
34	Laboratory Flexural Strength of Molded Beams (ASTM C-78)	40.00 ea.
35	Rebound Number (Schmidt Hammer) of Hardened Concrete (ASTM C-805)	65.00/hr.
36	Coring of Hardened Concrete (ASTM C-42)	70.00/hr.
37	Laboratory Compression of Concrete Cores (ASTM C-39)	25.00 ea.
38	Specific Gravity and Absorption of Fine Aggregate (ASTM C-128)	45.00 ea.
39	Los Angeles Abrasion (ASTM C-535 - 09)	150.00 ea.
40	Dry Rodded Unit Weight of Fine or Coarse Aggregate (ASTM C-29)	45.00 ea.
41	Determination of the Relative Density of Hot Mix Asphalt (HMA) Specimens by means of the Superpave Gyratory Compactor (ASTM 6925)	275.00 ea.
42	For travel to a project site when no sample is available for pick-up (Lump Sum per trip)	60.00/trip
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.	340.00 ea.

“Exhibit A”

4

**Tests and Services
Typically Requested for Pinellas County Projects**

Item	Description	Unit Rate
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.	175.00 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.	75.00 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.	60.00/hr.

Tests also include travel time, sampling and pick-up. This may necessitate working on Saturdays or evening hours and estimates reflect these possibilities.