

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a "Sealed Proposal". Be sure to include the name of the company submitting the bid where requested.

**SEALED PROPOSAL • DO NOT
OPEN**

SEALED PROPOSAL NO.: 112-0143-CN(AM)

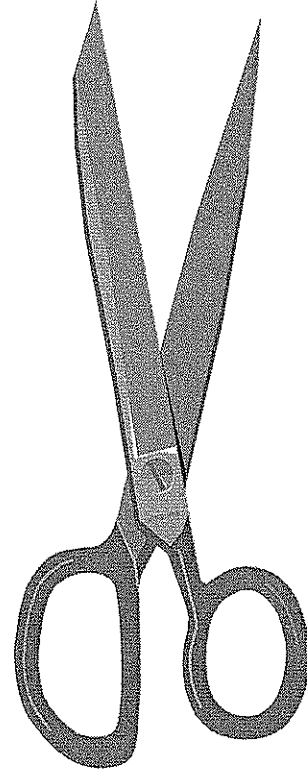
PROPOSAL TITLE : Consultant Services for
Professional Engineering for Environmental and
Geotechnical Services

DUE DATE/TIME: March 1, 2012 @ 3:00 p.m.

SUBMITTED BY:

(Name of Company)

DELIVER TO: PURCHASING DEPARTMENT
Board of County Commissioners
Annex Building –6th Floor
400 South Fort Harrison Avenue
Clearwater, FL 33756



Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted on the same Web site, www.pinellascounty.org/purchase/Current_Bids1.htm, from which you obtained this proposal. Before submitting your proposal you should check our Web site to download any addenda that may have been issued. Please remember to sign and return Addenda Acknowledgement Form with completed proposal package if applicable.

SECTION A - GENERAL CONDITIONS

SUBMIT TO:

PINELLAS COUNTY BOARD OF
COUNTY COMMISSIONERS
400 S. FT. HARRISON AVENUE
ANNEX BUILDING – 6TH FLOOR
CLEARWATER, FL 33756



REQUEST FOR PROFESSIONAL SERVICES- CONTINUING

AS GOVERNED BY FLORIDA STATUTE 287.055 (See Attachment #1)

ISSUE DATE:

FEBRUARY 10, 2012

PROPOSAL SUBMITTALS RECEIVED AFTER SUBMITTAL DATE & TIME WILL NOT BE
CONSIDERED

TITLE: Consultant Services for Professional Engineering for Environmental
and Geotechnical Services

RFP NUMBER:

112-0143-CN)AM

SUBMITTAL DUE: MARCH 1, 2012, 3:00 P.M.

AND MAY NOT BE WITHDRAWN FOR 120 DAYS FROM DATE LISTED ABOVE.

PRE-PROPOSAL DATE & LOCATION:
NOT APPLICABLE

DEADLINE FOR WRITTEN QUESTIONS: FEBRUARY 24, 2012 BY 3:00 P.M.
SUBMIT QUESTIONS TO: AMELIA McFARLANE, CPPB AT amcfarla@pinellascounty.org
Phone: (727) 464-3149 Fax: (727) 464-3925

PLEASE TAKE SPECIAL NOTE OF
THE LOBBYING CLAUSE ON PAGE
4, PARAGRAPH 15. BY SIGNING
THIS PAGE, YOUR FIRM AGREES
TO ADHERE TO PINELLAS
COUNTY'S RULES IN REGARDS TO
LOBBYING.

THE MISSION OF PINELLAS COUNTY
Pinellas County Government is committed to progressive
public policy, superior public service, courteous public
contact, judicious exercise of authority and sound
management of public resources to meet the needs and
concerns of our citizens today and tomorrow.


JOSEPH LAURO,
CPPO/CPPB
Director of Purchasing

PROPOSER MUST COMPLETE THE FOLLOWING

BY SIGNING THIS PROPOSAL FORM YOU ARE AGREEING TO ALL PROPOSAL TERMS AND CONDITIONS.

BIDDER (COMPANY NAME):

D/B/A

Mailing Address

City, State Zip

Company Email Address

Phone

Fax

Remit To Name (as Shown on Company Invoice)

Printed Contact Representative/Title/Email

Proper Corporate Identity is needed when you submit your bid, especially how your firm is registered with the Florida Division of Corporations. Please visit www.sunbiz.org for this information. It is essential to return a copy of your W-9 with your bid. Thank you.

I HEREBY AGREE TO ABIDE BY ALL CONDITIONS OF THIS BID & CERTIFY I AM AUTHORIZED TO SIGN THIS BID FOR THE BIDDER.

AUTHORIZED SIGNATURE

PRINT NAME & TITLE

We, the above signed, hereby declare that no person or persons, firm or corporation, other than the above signed, are interested in this proposal, as principals, and this Proposal is made without collusion with any person, firm or corporation, and we have carefully to our full satisfaction examined the Special Provisions and form of Agreement and Bond, together with approved Plans and Specifications for the above described Project, and we have made a full examination of the location of the proposed Work and source of supply of materials, and we hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that quantities shown herewith are approximate only, and we will fully complete all necessary Work in accordance with Plans and, Specifications and requirements under the terms of the County, within the Agreement Amount and Agreement Period specified in this Proposal.

SEE PAGE 16 SECTION E SCOPE OF WORK
RETURN THIS PAGE WITH YOUR PROPOSAL

SECTION A - GENERAL CONDITIONS**1. SUBMISSION OF PROPOSAL:**

- (a) Proposals will be opened immediately after the proposal submittal date and time (3:00 PM) by the Pinellas County Purchasing Department, 400 South Fort Harrison Avenue, Annex Building, 6th Floor, Clearwater, FL 33756. The public may attend the proposal opening, but may not immediately review any proposals submitted. The names of respondents only will be read aloud at the time of opening. Pursuant to Florida Statute, Section 119.071(1)(b)2, all proposals submitted shall be subject to review as public records 30 days from opening, or earlier if an intended decision is reached before the 30-day period expires. Late proposals will not be accepted.
- (b) Proposals and changes thereto shall be enclosed in sealed envelopes or packages, addressed to the Purchasing Department, Pinellas County. The name and address of the firms, the date and hour of the proposal submittal, and the title shall be placed on the outside of the envelope.
- (c) Proposals must follow the format of the RFP and structure their responses to follow the sequence of the RFP when submitting a proposal. County staff will evaluate the proposals received, based on responsiveness to the evaluation criteria and based on the information being provided in the required sequence.
- (d) Proposers must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services and must provide information as specified in Section D.
- (e) Proposer is advised that exceptions to any of the terms contained in this RFP or the attached service agreement must be identified in its response to the RFP. Failure to do so may lead County to declare any such term non-negotiable. Proposer's desire to take exception to a non-negotiable term will not disqualify it from consideration for award.

2. WRITTEN REQUESTS FOR INTERPRETATIONS/CLARIFICATIONS:

No oral interpretations will be made to any firms as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this proposal must be sent in writing (mail or fax) to the Purchasing Department and received no later than the deadline specified in RFP. Responses to questions may be handled as an addendum if the response would provide clarification to requirements of the proposal. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFP made or given prior to the award of the contract. The Purchasing Department will be unable to respond to questions received after the specified deadline.

3. RIGHTS OF PINELLAS COUNTY IN REQUEST FOR PROPOSAL PROCESS:

In addition to all other rights of the County under Florida law, the County specifically reserves the following:

- a) Pinellas County reserves the right to rank firms and negotiate with the highest-ranking firm. Negotiation with an individual proposer does not require negotiation with others.
- b) Pinellas County reserves the right to select the proposal that it believes will serve the best interest of Pinellas County.
- c) Pinellas County reserves the right to reject any or all Requests for Proposals.
- d) Pinellas County reserves the right to cancel the entire Request for Proposal.
- e) Pinellas County reserves the right to remedy or waive technical or immaterial errors in the Request for Proposal or in proposals submitted.
- f) Pinellas County reserves the right to request any necessary clarifications or proposal data without changing the terms of the proposal.

4. COSTS INCURRED BY PROPOSERS:

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne solely by the Proposer(s). No payment will be made for any responses received, or for any other effort required of, or made by, the Proposer(s) prior to contract commencement.

SECTION A - GENERAL CONDITIONS**5. ORAL PRESENTATION:**

An oral presentation of proposal is not a requirement but may be requested of any firm, at the Evaluation Committee's discretion.

6. CONFLICT OF INTEREST:

- a) The Proposer represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Fla. Stat., §112.311, et. Seq. The Proposer further represents that no person having any interest shall be employed for said performance.
- b) The Proposer shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest, or other circumstance, which may influence or appear to influence the Contractor's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Proposer may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Proposer. The County agrees to notify the Proposer of its opinion by certified mail within thirty days of receipt of notification by the Proposer.

7. WITHDRAWAL OF PROPOSAL:

A proposal may be withdrawn prior to the time set for the proposal submittal, based on a written request from an authorized representative of the firm; however, a proposal may not be withdrawn after the time set for the proposal submittal for a period of time as specified.

8. LATE PROPOSAL OR MODIFICATIONS:

Proposal and modifications received after the time set for the proposal submittal will not be considered; however, modifications in writing received prior to the time set for the proposal submittal will be accepted. **In addition, late proposals will not be accepted, will be rejected and will be returned for any reason. The time clock stamp located in Pinellas County Purchasing Department shall be the official time stamp.** This upholds the integrity of the proposal process.

9. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS:

The laws of the State of Florida apply to any purchase made under this Request for Proposal. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to this proposal and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.

10. RIGHT TO AUDIT:

Pinellas County reserves the privilege of auditing a vendor's records as such records relate to purchases between Pinellas County and said vendor. Such audit privilege is provided for within the text of the Pinellas County Code §2-156 through §2-176(j). Records should be maintained for three years from the date of final payment.

11. STATEMENT RELATIVE TO "PUBLIC ENTITY CRIMES":

The proposer 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.

12. COUNTY INDEMNIFICATION:

- a) The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor 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 contractor; 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 contractor; 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.
- b) Unless specifically prohibited by Florida Law, the successful bidder(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

SECTION A - GENERAL CONDITIONS

part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

13. TERMINATION:

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

14. ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS:

The Contractor 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 in the proposal. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor'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. Action by the County awarding a proposal to a firm that has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purpose of this Agreement.

15. LOBBYING:

Lobbying shall be prohibited on all county competitive selection processes, and contract awards pursuant to this division, including but not limited to requests for proposals, requests for quotations, requests for qualifications, bids or the award of purchasing contracts of any type. The purpose of this prohibition is to protect the integrity of the procurement process by shielding it from undue influences prior to the contract award, a protest is resolved, or the competitive selection process is otherwise concluded. However, nothing herein shall prohibit a prospective bidder/proposer/protestor from contacting the purchasing department or the county attorney's office to address situations such as clarification and/or questions related to the procurement process or protest..

Lobbying of evaluation committee members, county government employees, or elected officials regarding request for proposals, request for qualifications, bids, purchasing contracts, or bid protests, by the bidder/proposer/protestor any member of the bidder's/proposer's/protestor's staff, any agent or representative of the bidder/proposer/protestor, or any person employed by any legal entity affiliated with or representing a bidder/proposer/protestor, is strictly prohibited from the date of the advertisement, or on a date otherwise established by the board of county commissioners, until either an award is final, any protest is finally resolved, or the competitive selection process is otherwise concluded. Any lobbying activities in violation of this section or on behalf of a bidder/proposer/protestor shall result in the disqualification or rejection of the proposal, quotation, statement of qualification, bid or contract, and may lead to debarment of the bidder or proposer/protestor as provided in Pinellas County Code, Section 2-161(8)b.

For purposes of this provision, lobbying shall mean influencing or attempting to influence action or non-action, and/or attempting to obtain the goodwill of persons specified herein relating to the selection, ranking, or contract award in connection with any request for proposal, request for quotation, requests for qualification, bid or purchasing contract through direct or indirect oral or written communication. The final award of a purchasing contract shall be the effective date of the purchasing contract.

Any evaluation committee member, county government employee or elected official who has been lobbied shall immediately report the lobbying activity to the director of purchasing.

SECTION A - GENERAL CONDITIONS

16. PROTEST PROCEDURE:

As per Section 2-162 of County Code

1.

(a) *Bid/Proposal protests.* Any actual or prospective bidder, proposer, who is allegedly aggrieved in connection with the issuance of a bid/proposal package or pending award of a contract, may protest to the director of purchasing.

(b) *Posting.* The Purchasing Department shall post the formal award on the departmental website. The formal award shall be publicly posted on the Purchasing Department's website no less than three full business days after the decision to recommend the award to the bidder/proposer is made.

(c) *Requirements to Protest.*

(1) If the protest relates to the content of the bid/proposal package, a formal written protest must be filed no later than 5:00 p.m. on the fifth full business day after issuance of the bid/proposal package.

(2) If the protest relates to the award of a contract, a formal written protest must be filed no later than 5:00 p.m., on the fifth business day after posting of either the contract award recommendation or the contract award itself. The formal written protest shall identify the protesting party and the solicitation involved; include a clear statement of the grounds on which the protest is based; refer to the statutes, laws, ordinances or other legal authorities which the protesting party deems applicable to such grounds; and specifically request the relief to which the protesting party deems itself entitled by application of such authorities to such grounds.

(3) A formal written protest is considered filed with the county when the Purchasing Department, County Administrator, or County Commission receives it. Accordingly, a protest is not timely filed unless it is received within the time specified above. Failure to file a formal written protest within the time period specified shall constitute a waiver of the right to protest and result in relinquishment of all rights to protest by the bidder/proposer.

(d) *Sole remedy.* These procedures shall be the sole remedy for challenging an award of bid. Bidder/proposers are prohibited from attempts to influence, persuade, or promote a bid protest through any other channels or means. Such attempts shall be cause for suspension in accordance with 2-161(b) of this article.

(e) *Time Limits.* The time limits in which protests must be filed as specified herein may be altered by specific provisions in the Bid/Request for Proposal.

(f) *Authority to resolve.* The Director of Purchasing shall resolve the protest in a fair and equitable manner and shall render a written decision to the protestant no later than 5:00 p.m. on the fifth business day after the filing thereof.

(g) *Review of Purchasing Director's decision.*

(1) The protesting party may request a review of the Purchasing Director's decision to the County Administrator by delivering written request for review of the decision to the Director of Purchasing by 5:00 p.m. on the fifth business day after the date of the written decision. The written notice shall include any written or physical materials, objects, statements, and arguments, which the bidder/proposer deems relevant to the issues raised in the request for review.

(2) If it is determined that the solicitation or award is in violation of law or the regulations and internal procedures of the Purchasing Department, the County Administrator shall immediately cancel or revise the solicitation or award as deemed appropriate.

(3) If it is determined that the solicitation or award should be upheld, the County Administrator shall issue a decision in writing stating the reason for the action with a copy furnished to the protesting party and all substantially affected persons or businesses no later than 5:00 p.m., on the fifth full business day. The decision shall be final and conclusive as to the county unless any further action is taken or a party commences action in court.

(h) *Stay of Procurement During Protests.* There shall be no stay of procurement during protests.

17. INTEGRITY OF REQUEST FOR PROPOSAL (RFP) DOCUMENTS:

Proposers shall use the original RFP Form(s) provided by the Purchasing Department and enter information only in the spaces where a response is requested. Proposers may use an attachment as an *addendum* to the RFP Form(s) if sufficient space is not available on the original form for the proposer to enter a complete response. **Any modifications or alterations to the original RFP documents by the proposer, whether intentional or otherwise, will constitute grounds for rejection of a RFP.** Any such modifications or alterations a proposer wishes to propose must be clearly stated in the proposer's RFP response and presented in the form of an addendum to the original RFP documents.

SECTION A - GENERAL CONDITIONS**18. SERVICES AGREEMENT:**

A written agreement, in substantially the form attached, incorporating the Request for Proposal and the successful proposal will be prepared by the County, signed by the successful proposer and presented to the Board of County Commissioners, County Administrator or Director of Purchasing for approval and signature.

19. OWNERSHIP OF DOCUMENTS:

- (a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this RFP 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.
- (b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction.

20. 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.

21. 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.

22. 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.

23. JOINT VENTURES:

All Bidders intending to submit a proposal as a Joint Venture are required to have filed proper documents with the Florida Department of State, the Division of Professions, Construction Industry Licensing Board and any other state or local licensing Agency prior to submitting the proposal (see Section 489.119 Florida statutes).

Joint Venture Firms must provide an affidavit attesting to the formulation of a joint venture and provide either proof of incorporation as a joint venture or a copy of the formal joint venture Agreement between all joint venture parties, indicating their respective roles, responsibilities and levels of participation for the project.

24. PAYMENT/INVOICES:

The bidder must specify on the Signature page exactly the company name and address which must be the same as invoices submitted for payment as a result of award of this bid. Further, the successful bidder is responsible for immediately notifying the Purchasing Department of any company name change, which would cause invoicing to change from the name used at the time of the original bid. Payment will be made, in arrears, in accordance with Fla. Stat. § 218.70, et. seq., the Local Government Prompt Payment Act.

Pinellas County offers a credit card payment process (ePayables) through Bank of America. Pinellas County does not charge vendors to participate in the program; however, there may be a charge by Bank of America for your payable transactions. For more information please visit Pinellas County purchasing website at www.pinellascounty.org/purchase.

SECTION A - GENERAL CONDITIONS

25. DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:

Payment of invoices for work performed for Pinellas County Board of County Commissioners (County) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non-payment of a payment request or invoice the following Dispute Resolution process shall apply:

A. Pinellas County shall notify a vendor in writing within ten (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the vendor shall be that of initially contacting the requesting department to validate their invoice and receive a sign off from that entity that would indicate that the invoice in question is in keeping with the terms and conditions of the agreement. Once sign off is obtained, the vendor should then resubmit the invoice as a "Corrected Invoice" to the requesting department which will initiate the payment timeline.

1 Requesting department for this purpose is defined as the County department for whom the work is performed.

2 Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas County.

B. Should a dispute result between the vendor and the County about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department shall assign a representative who shall act as a "Dispute Manager" to resolve the issue at departmental level.

C. The Dispute Manager shall first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures shall be commenced no later than forty-five (45) days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) days after the date on which the payment request or invoice was received by Pinellas County.

D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas County's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas County representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager shall perform the required investigation and arrive at a solution before or at the sixty (60) days timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The County Administrator or his or her designee shall be the final arbiter in resolving the issue before it becomes a legal matter. The County Administrator or his or her designee will issue their decision in writing.

E. Pinellas County Dispute Resolution Procedures shall not be subject to Chapter 120 of the Florida Statutes. The procedures shall also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.

F. Should the dispute be resolved in the County's favor interest charges begin to accrue fifteen (15) days after the final decision made by the County. Should the dispute be resolved in the vendor's favor the County shall pay interest as of the original date the payment was due.

G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award shall be made to cover court costs and reasonable attorney fees, including those fees incurred as a result of an appeal, to the prevailing party. If it is found that the non-prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

SECTION B- SPECIAL CONDITIONS

Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services Proposal Number: 112-0143-CN(AM)

1. PURPOSE:

The purpose of this competitive process is to ensure Pinellas County compliance with Section 287.055 Florida Statutes known as the "Consultants' Competitive Negotiation Act" (CCNA). The CCNA establishes contracting procedures by which counties must select architects, professional engineers, landscape architects, and surveyors and mappers ("Professional Firms") for architectural, engineering, landscaping and mapping services ("Professional Services"). The CCNA process allows for professional firms to be chosen on quality of personnel, minority business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload, and volume of work previously awarded to each Professional Firm by the County.

2. PERIOD OF CONTRACT:

Services performed pursuant to this contract shall commence upon execution of the agreement and continue as necessary to perform and complete all the work required. Duration of the contract shall be for the period of **thirty-six (36) months** from the date of execution of the agreement unless otherwise indicated.

3. TERM EXTENSION(S) OF CONTRACT

The contract may be extended subject to written notice of agreement from the County and successful bidder, for one (1) additional **twenty-four (24) month** period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

The County reserves the right to re-negotiate rates based on current market conditions.

4. EVALUATION CRITERIA:

Following is the criteria that will be used by the County to evaluate and score responsive and qualified proposals. Proposers shall include sufficient information to allow the County to thoroughly evaluate and score their proposals. Each proposal submitted shall be evaluated and ranked by an evaluation committee. The contract will be awarded to the most qualified proposer, per the evaluation criteria listed.

a. Ability of Firm and its Professional Personnel

400 Points

1. Reviews the level of qualifications and experience of the firm and project team and appropriateness of the organization of the project team.
2. Reviews the professional resources available to properly provide services as requested in the RFP document.
3. Reviews the project team to insure the team proposed contains all of the critical disciplines required.
4. Prime team proposed should have exceptional professional resources to properly provide services.
5. The project manager and proposed team should be uniquely qualified to provide the desired services.

b. Firm Experience with Projects of Similar Size and Past Performance

400 Points

1. Reviews the firms experience with projects of similar size, type and scope and the performance on those specific projects.
2. The prime firm must have adequate, recent (within the past five years) experience with projects of similar type as defined in the RFP document.
3. Experience pertaining to specific Pinellas County projects may also be considered. Pinellas County staff shall not however furnish references for such projects.
4. The scope of services provided should represent projects that are similar to those defined in the RFP document.
5. The overall performance of the firm relative to projects of similar size and scope should be evaluated.

c. Volume of Work Previously Awarded by the County

50 Points

Pre-populated by the Purchasing Department, the purpose of this criterion is to effect an equitable distribution of contracts. This criterion is evaluated based on contract value awarded to a firm during the two (2) previous completed fiscal years. The points are worth 5 percent of the overall points available and are distributed as follows:

\$0 - \$200,000 – five (5%) percent of points available

\$200,001 - \$400,000 – four (4%) percent of points available

\$400,001 – 600,000 – three (3%) percent of points available

\$600,001- \$800,000 – two (2%) percent of points available

SECTION B- SPECIAL CONDITIONS

\$800,001 - \$1,000,000 – one (1%) percent of points available

Over \$1,000,000 – zero (0%) percent of points available

Based on a typical 1000 point evaluation scoring process, a firm deemed to be in the \$0-\$200,000 category threshold would be allotted 50 points etc.

d. Effect of the Firms Current and Projected Workload 50 Points

1. Evaluates the workload commitments that will impact the firm's ability to complete services on schedule.
2. The submittal should demonstrate that the firm has adequate time available and personnel to compete services on schedule and additional backup staffing capability in the event of unforeseen circumstances.

e. Minority Business Status 50 Points

Provides points pre-populated by the Purchasing Department for minority business status as designated by the State of Florida. If the firm is designated as a minority business by the State of Florida, five (5%) percent of the total evaluation points are awarded. If the firm does not have minority business status as per the State of Florida, zero (0%) percent of the points available are awarded.

f. Location 50 Points

Provides points pre-populated by the Purchasing Department. Evaluates the location of the project team relative to Pinellas County including the prime firm and project manager. If firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties, 50 points are awarded. If not, no points will be awarded.

Total 1000 Points

5. ITEMS TO BE RETURNED WITH PROPOSAL:

Please Review this document carefully. Offers that are accepted by the county are binding contracts. All documents and submittals shall be received by the Purchasing Department on or before date and hour specified for receipt (see page #1). Late proposals will be returned unopened.

The Following Documents Shall Be Returned With Proposal:

- a) Standard Forms 330
- b) Certificate Of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable)

6. TIME LINE:

Following is a listing of actions and anticipated dates; the County reserves the right to change the dates, if necessary.

Date	
February 10, 2012	Advertising & Publishing RFP
February 24, 2012	Deadline for Questions/Clarifications
March 1, 2012	Proposals due in Purchasing by 3:00 p.m. Public bid opening to follow immediately.
TBD	Evaluation of the RFP
TBD	Recommendation due to Purchasing from DEI, Engineering & Technical Services
TBD	Submit recommendation to Board for Award of Contract

SECTION B- SPECIAL CONDITIONS

7. INFORMATION PACKAGE

Per Florida Statute 287.055 the following applies and is required as applicable:

1. Request for Letters of Interest for Professional Services As Governed by Florida Statute 287.055

FS.287.055 (a) "Professional services" is defined as those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

2. Scope of Services

The intent of this solicitation is to acquire a broad range of professional services for Pinellas County based on the definition of "Continuing Contract" in FS 287.055:

FS.287.055 (g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under construction does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed term or with no time limitation except that the contract must provide a termination clause.

The services sought may include, but are not limited to:

Architect

Landscape Architect

Engineering Services

- 1) Civil
- 2) Electrical
- 3) Environmental
- 4) Geotechnical
- 5) Hazardous Waste
- 6) HVAC
- 7) Hydrogeological
- 8) Mechanical
- 9) Solid Waste
- 10) Structural
- 11) Surveying
- 12) Transportation/Traffic

Mapping/GIS Services

Planning Services

Construction Management Services

The resulting "continuing contract" shall provide for issuance of individual Task Orders based on specific scopes of work. Task Orders will be individually negotiated based on a "Fee Schedule" and any additional negotiated services required within the scope of work.

3. SUBMITTAL REQUIREMENTS:

Submittal of current SF-330 (federal Standard Form), Part I and II, with all sections completed. SF-330 can be obtained from U. S. General Services Administration (GSA) website - <http://gsa.gov/forms> , then select Standard Form on the menu and go to the 330.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, **must be in format of a loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

A contractor may submit a response as a prime and also be a subcontractor to another firm.

Note: Standard Form (SF) 330 - Part II should be submitted for each firm and for each subcontractor.

SECTION B- SPECIAL CONDITIONS

Submittal requirements must be indexed and listed in the order described below:

A. Introduction Tab

- 1) Letter of Interest by corporate office or principal of the firm.
- 2) Specific Professional services to be offered (please delineate each service your firm offers).
- 3) Table of Contents.

B. Tab 1 - Standard Form (SF) 330 – Part I & II

Should be a Maximum of 50 pages and fully completed as required by the law governing Standard Form (SF) 330.

Note: Information submitted in Tab 2 through Tab 6 should be a maximum of 50 pages.

C. Tab 2 - Statements and Documentation

- 1) Proof of licenses/certifications
- 2) Provide proof of proper State of Florida business licensure and professional certifications/registration(s) in the State of Florida.
- 3) Provide proof of corporate registration to operate in the State of Florida by the Department of State, Division of Corporations. Information concerning certification with the Secretary of State can be obtained at: <http://ccfcorp.dos.state.fl.us/index.html>. Must be active status.
- c) Provide Certificate of Florida Small and Minority Business issued by the Florida State Office of Diversity, Department of Management Services (if applicable). **If not applicable please provide a statement to that effect.**
- 4) State and provide address, phone number, contact, etc., if firm has an established office located in Pinellas, Manatee, Hillsborough or Pasco counties.

D. Tab 3 - Certificate(s) of Insurance.

Section C reflects the insurance requirements deemed necessary for this project by County Risk Management. It is not necessary to have this level of insurance in effect at the time of submission, but certificates indicating that the insurance is currently carried, or acknowledgment from the carrier indicating upgrade availability will speed the review process.

SECTION B- SPECIAL CONDITIONS**E. Tab 4 - Key Personnel Statement**

Submit a statement that personnel listed in the submittal will be available for and shall be assigned to this project. Failure to produce the proposed key personnel may be grounds for dismissal.

- F. Tab 5-**
- 1. Acknowledgment of Addenda (if applicable).**
 - 2. W-9 Request for Taxpayer Identification Number and Certification**
 - 3. Section D Vendor References**
 - 4. Page 1, Signature Page of the RFP**

G. Tab 6 - Include any additional information to represent your firm for consideration.

Original letters shall be signed by an authorized representative of the firm. All information requested must be submitted. Failure to submit all information may delay evaluation of the proposal. Letters, which are substantially incomplete or lack key information, may be rejected by the County at its discretion.

The submittals shall be in the format of Standard Forms (SF) 330. The submittal shall be limited to one hundred (100) pages, **must be in format of a 3 ring loose leaf binder**. The selection of the firms will be based on the information provided on the forms and in the additional sections.

Information submitted with your letter of interest should include documentation to demonstrate your firm's qualifications and abilities to perform as noted in the scope of services and also include information to allow for a clear understanding of past projects, especially in Florida, staff experience and abilities, and any additional information to present your firm for consideration.

An evaluation committee will review the information submitted. Once review is complete and the firm confirms the maximum ceiling for establishing a fee schedule, a recommendation to the Board of County Commissioners will be prepared. This contract will result in negotiated rates that will be fully loaded and will encompass all profit, markup, and local travel expenses. Award(s) resulting from this solicitation shall be subject to the provisions of Section 2-178, contracting for Designated Professional Services of the Ordinances of Pinellas County and Section 10 of the Purchasing Policies and Procedures of Pinellas County.

For questions and additional information, contact person indicated on page 1.

Letters of Interest will be evaluated using the criteria **listed in Item 4, pages 8 and 9, of this Section**. Firms will be notified in writing if they have been selected in a reasonable time after submittal date.

Proposals shall be submitted in one (1) original and SIX (6) copies.

SECTION C— INSURANCE AND INDEMNIFICATION REQUIREMENTS

INSURANCE REQUIREMENTS:

A. The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) days calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3 for Additional Insured shall be attached to the certificate(s).

All insurance coverages of the Contractor shall be primary and non-contributory of the insurance or self insurance programs carried by the County. Receipt of the certificate of insurance by the County of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement. No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the County, certified true copies of the renewal policies, shall be furnished by the Contractor to the County within thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverage's required herein, the County may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The Contractor shall submit to the County Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation

Limit	Florida Statutory
Employers Liability Limits	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

(B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations,

SECTION C- INSURANCE AND INDEMNIFICATION REQUIREMENTS

Products/Completed Operation and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such an exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

General Aggregate	\$ 1,000,000
Personal Injury and Adv Inj	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that his coverage exists under the Commercial General Liability policy.

Limit

Per Accident	\$ 1,000,000
--------------	--------------

- (D) Professional Liability with at least minimum limits as follows:

Limits

Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) **Pinellas County shall be endorsed** to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.
- (4) All policies shall be written on a primary, non-contributory basis
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.
- (6) Insurance policies shall include waivers of subrogation in favor of Pinellas County.

SECTION D – VENDOR REFERENCES

Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services
Proposal Number: 112-0143-CN(AM)

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER TO REVIEW AND PROPERLY EVALUATE YOUR PROPOSAL.

COMPANY NAME: _____

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: _____

BUSINESS ADDRESS: _____

HOW LONG IN PRESENT LOCATION: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

TOTAL NUMBER OF CURRENT EMPLOYEES: _____ FULL TIME _____ PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: _____

All references will be contacted by a County Designee via email, fax, mail or phone to obtain answers to questions, as applicable before an evaluation decision is made.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

All fields below must be completed

<p>1 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p>2 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>
<p>3 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>	<p>4 _____</p> <p>COMPANY NAME</p> <p>_____</p> <p>CITY, STATE</p> <p>_____</p> <p>CONTACT PERSON</p> <p>_____</p> <p>TELEPHONE</p> <p>_____</p> <p>FAX</p> <p>_____</p> <p>EMAIL ADDRESS</p> <p>_____</p>

SECTION E –SCOPE OF WORK**Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services
Proposal Number: 112-0143-CN(AM)****A. OBJECTIVE:**

To obtain the services of a qualified firm to provide the County with environmental and geotechnical professional engineering services for capital improvement projects on an "as needed" basis for countywide use.

B. BACKGROUND:

This contract replaces contract No. 089-0461-A.

C. SCOPE OF WORK:

The consultant shall provide environmental and geotechnical engineering services for capital improvement projects. The specific services for each project will vary, and will be provided on a project by project basis.

C.1 PROJECT DATA

1. Project Name: Environmental and Geotechnical Services
2. Project Area: Countywide
3. Project Location: Will be provided on a project by project basis

C.2 ASSIGNMENT OF PROJECTS

Projects to be performed by the consultant shall be on an assignment-by-assignment basis. Project assignments shall be made by the County's Director of Public Works and Transportation or Designee. Prior to any project 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 project assignment authorizations by the County shall be in writing. The consultant shall perform no project assignment under this Agreement without written authorization. The consultant hereby agrees to waive any claim for compensation for any project performed without written authorization.

C.3 The project requirements from the Consultant shall be the following:

1. Perform environmental and geotechnical engineering services as required by the County. The services shall include, but are not limited to: field investigations, soil, sediment and water (ground and surface) sampling, geophysical investigations, laboratory testing and analysis, and reporting for various projects according to applicable regulatory standards and methods.
2. Determine sample locations. Samples shall be located with references to permanent topographical features (which will be provided by the County).
3. Assist the County with negotiations and maintaining compliance with regulatory agencies.
4. Develop, design, permit, monitor and operate remediation systems of site rehabilitation efforts in compliance with regulatory and best management standards.
5. Obtain core samples from water bodies for the purpose of characterizing the sediment. The characterizing shall include percent organics and percent passing a 200 sieve. In all cases, the minimum depth of each core sample shall be the depth that results in 80% recovery of the desired depth.
6. Obtain bulk and grab sediment samples from water bodies for the purpose of measuring various parameters such as: metals, fecal coliform, total solids, volatiles, semi-volatile organics, pesticides, herbicides, and PCBs.

SECTION E – SCOPE OF WORK

7. Perform elutriate testing for the purpose of simulating dredging activities.
8. Perform soil borings and test pits to characterize soil and evaluate subsurface conditions.
9. Perform Standard Penetration Tests (SPT) borings, double-ring infiltrometer tests (DRIT), and Atterberg Limits testing (when clay is encountered).
10. Install piezometers and temporary monitoring wells in compliance with appropriate regulatory standards and methodology.
11. Obtain laboratory testing and analysis for samples in compliance with regulatory standards and methodology.
12. All laboratory testing and engineering analysis shall be completed within twenty-one (21) business days after completion of the field work. The consultant shall inform the County of any delays in testing and/or laboratory analysis as soon as possible. The consultant shall verbally inform the County of testing and analytical results within two (2) business days of receipt of the results.
13. Provide a report summarizing the findings. Depending on the specific services that are provided, the report shall include: a plot of the boring logs; a profile plot delineating the limits of rock, muck, plastic or other deleterious materials; a determination of hazardous/contamination or not hazardous/contamination; the elevation of the water table; the seasonal high ground water elevation; analytical reports from the laboratory and a summary table of the results; core sample logs; tidal information; a map of the sample locations; depths of samples; and recommendations. The recommendations shall include a determination of the suitability of the site, spoil material, or fill material, as it pertains to the project objective.
14. Submit one (1) draft report to the County Project Manager for review within five (5) business days of the consultant receiving all laboratory analyses. The County shall provide the consultant with review comments or approval of the draft report within ten (10) business days of receiving the draft report.
15. Provide four (4) copies of the final report all signed and sealed by a Florida Licensed Professional Geologist or a Florida Licensed Professional Engineer, within five (5) business days of receiving approval from the County.
16. Shall call "SUNSHINE" prior to commencing work under this Agreement for the verification of utility locations. The County shall not be responsible for the verification of utility locations. Where samples are required on private property, the consultant shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.
17. Thoroughly inspect all areas within proposed construction limits for indications of the presence of toxic or hazardous waste material, and all samples of material collected during geotechnical investigations shall be examined for indications of such material.
18. Furnish field investigations, analyses, and data to the County that shall be fully adequate for the purposes of design and construction, and the presentation of appropriate information to the contractor or regulatory agency.
19. All exploration and testing activities must be supervised by a Florida Licensed Professional Geotechnical Engineer or Florida Licensed Professional Geologist.
20. All contact and coordination for services shall be through the County's Project Manager, who will be determined on a project by project basis, to insure continuity of effort and communications.
21. Minor deviations from the proposed sample locations will be permissible for the purpose of avoiding permanent obstacles, providing the general scope and pattern of coverage is maintained.

SECTION E – SCOPE OF WORK

22. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
23. Exhibit A of rates provided by the successful firms shall include the cost of all labor and equipment used in collecting samples, testing, analysis, and reporting.

Progress reports may not be required.

SECTION F – INSTRUCTIONS FOR BID SUBMITTAL

Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services
Proposal Number: 112-0143-CN(AM)

All proposals shall be signed in ink by authorized principals of the firm.

Proposals are to be submitted in a sealed envelope. The face of the envelope shall indicate the RFP number, name, and address of the firm, and title of the proposal.

Proposals are to be submitted to Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, Annex Bldg, 6th Floor, Clearwater, FL 33756 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and SIX (6) copies.

Electronic Payment (ePayables)

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card.

Would your company accept to participate in the ePayables credit card program?

Yes ☐

No ☐

For more information about ePayables credit card program please visit Purchasing Department website www.pinellascounty.org/purchase.

Company Name

Signature

Printed Signature

W-9 REQUEST FOR TAXPAYER NUMBER AND CERTIFICATION

Substitute
Form**W-9****Request for Taxpayer
Identification Number and Certification**Give form to the
requester. Do not
send to the IRS.Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶☐ Other (see instructions) ▶☐ Exempt
payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

or

Employer identification number

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined in the instructions).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign
HereSignature of
U.S. person ▶

Date ▶

***Instructions to Form W-9 available upon request.**

Detach on the perforation

Section 119.071(5), Florida Statutes Notice:

Your Tax Identification Number (which for individuals is your social security number) is collected on Form W9 for use in filing information returns with the IRS as described more fully below. Collection of the tax identification number (or social security number as applicable) is mandatory pursuant to Section 6109 of the Internal Revenue Code (26 U.S.C § 6109).

Privacy Act Notice:

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

SECTION G – ADDENDA ACKNOWLEDGMENT FORM

Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services
Proposal Number: 112-0143-CN(AM)

PLEASE ACKNOWLEDGE RECEIPT OF ADDENDA FOR THIS RFP BY SIGNING AND DATING BELOW:

ADDENDA NO.**SIGNATURE/PRINTED NAME****DATE RECEIVED**

Note: Prior to submitting the response to this solicitation, it is the responsibility of the firm submitting a response to confirm if any addenda have been issued. If such document(s) has been issued, acknowledge receipt by signature and date in section above and return Addenda Acknowledgement Form with RFP. Failure to do so may result in being considered non-responsive or result in lowering the rating of a firm's proposal.

Information regarding Addenda issued is available on the Purchasing Department section of the County's website at, www.pinellascounty.org/purchase/Current_Bids1.htm , listed under category 'Current Bids'. You will be directed to DemandStar.com

SECTION H – STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to submit a proposal on this requirement, please return this form immediately. **Thank you.**

Pinellas County Purchasing Department
400 South Fort Harrison Avenue, 6th Floor
Clearwater, Florida 33756

We, the undersigned have declined to submit a proposal for RFP No. **112-0143-CN(AM) Consultant Services for Professional Engineering for Environmental and Geotechnical Services**

- _____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).
 _____ Insufficient time to respond to the Request for Proposal.
 _____ We do not offer this product or service.
 _____ Our schedule would not permit us to perform.
 _____ Unable to meet specifications.
 _____ Unable to meet Bond requirement.
 _____ Specifications unclear (explain below).
 _____ Unable to Meet Insurance Requirements.
 _____ Remove Us from Your "Notification List" Altogether
 _____ Other (specify below).

REMARKS:

We understand that if the "No Proposal" letter is not executed and returned our name may be deleted from the Bidders List of Pinellas County.

COMPANY NAME: _____

DATE: _____

SIGNATURE: _____

TYPED NAME OF ABOVE: _____

TELEPHONE: _____

FAX: _____

EMAIL: _____

FLORIDA STATUTES**287.055 Acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services; definitions; procedures; contingent fees prohibited; penalties.--**

(1) SHORT TITLE.--This section shall be known as the "Consultants' Competitive Negotiation Act."

(2) DEFINITIONS.--For purposes of this section:

(a) "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

(b) "Agency" means the state, a state agency, a municipality, a political subdivision, a school district, or a school board. The term "agency" does not extend to a nongovernmental developer that contributes public facilities to a political subdivision under s. 380.06 or ss. 163.3220-163.3243.

(c) "Firm" means any individual, firm, partnership, corporation, association, or other legal entity permitted by law to practice architecture, engineering, or surveying and mapping in the state.

(d) "Compensation" means the total amount paid by the agency for professional services.

(e) "Agency official" means any elected or appointed officeholder, employee, consultant, person in the category of other personal service or any other person receiving compensation from the state, a state agency, municipality, or political subdivision, a school district or a school board.

(f) "Project" means that fixed capital outlay study or planning activity described in the public notice of the state or a state agency under paragraph (3)(a). A project may include:

1. A grouping of minor construction, rehabilitation, or renovation activities.
2. A grouping of substantially similar construction, rehabilitation, or renovation activities.

(g) A "continuing contract" is a contract for professional services entered into in accordance with all the procedures of this act between an agency and a firm whereby the firm provides professional services to the agency for projects in which estimated construction costs of each individual project under the contract does not exceed \$2 million, for study activity if the fee for professional service for each individual study under the contract does not exceed \$200,000, or for work of a specified nature as outlined in the contract required by the agency, with the contract being for a fixed or with no time limitation except that the contract must provide a termination clause. Firms providing professional services under continuing contracts shall not be required to bid against one another.

(h) A "design-build firm" means a partnership, corporation, or other legal entity that:

1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.

(i) A "design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.

(j) A "design criteria package" means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency's request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design

criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.

(k) A "design criteria professional" means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.

(3) PUBLIC ANNOUNCEMENT AND QUALIFICATION PROCEDURES.--

(a) Each agency shall publicly announce, in a uniform and consistent manner, each occasion when professional services must be purchased for a project the basic construction cost of which is estimated by the agency to exceed the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services exceeds the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000), except in cases of valid public emergencies certified by the agency head. The public notice must include a general description of the project and must indicate how interested consultants may apply for consideration.

(b) Each agency shall encourage firms engaged in the lawful practice of their professions that desire to provide professional services to the agency to submit annually statements of qualifications and performance data.

(c) Any firm or individual desiring to provide professional services to the agency must first be certified by the agency as qualified pursuant to law and the regulations of the agency. The agency must find that the firm or individual to be employed is fully qualified to render the required service. Among the factors to be considered in making this finding are the capabilities, adequacy of personnel, past record, and experience of the firm or individual.

(d) Each agency shall evaluate professional services, including capabilities, adequacy of personnel, past record, experience, whether the firm is a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985, and other factors determined by the agency to be applicable to its particular requirements. When securing professional services, an agency must endeavor to meet the minority business enterprise procurement goals under s. 287.09451.

(e) The public must not be excluded from the proceedings under this section.

(4) COMPETITIVE SELECTION.--

(a) For each proposed project, the agency shall evaluate current statements of qualifications and performance data on file with the agency, together with those that may be submitted by other firms regarding the proposed project, and shall conduct discussions with, and may require public presentations by, no fewer than three firms regarding their qualifications, approach to the project, and ability to furnish the required services.

(b) The agency shall select in order of preference no fewer than three firms deemed to be the most highly qualified to perform the required services. In determining whether a firm is qualified, the agency shall consider such factors as the ability of professional personnel; whether a firm is a certified minority business enterprise; past performance; willingness to meet time and budget requirements; location; recent, current, and projected workloads of the firms; and the volume of work previously awarded to each firm by the agency, with the object of effecting an equitable distribution of contracts among qualified firms, provided such distribution does not violate the principle of selection of the most highly qualified firms. The agency may request, accept, and consider proposals for the compensation to be paid under the contract only during competitive negotiations under subsection (5).

(c) This subsection does not apply to a professional service contract for a project the basic construction cost of which is estimated by the agency to be not in excess of the threshold amount provided in s. 287.017 for CATEGORY FIVE (\$250,000) or for a planning or study activity when the fee for professional services is not in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (\$25,000).

(d) Nothing in this act shall be construed to prohibit a continuing contract between a firm and an agency.

(5) COMPETITIVE NEGOTIATION.--

(a) The agency shall negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. In making such determination, the agency shall conduct a detailed analysis of the cost of the professional services required in addition to considering their scope and complexity. For any lump-sum or cost-plus-a-fixed-fee professional service contract over the threshold amount provided in s. 287.017 for CATEGORY FOUR (\$150,000), the agency shall require the firm receiving the award to execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contract under which such a certificate is required must contain a provision that the original contract price and any additions thereto will be adjusted to exclude any significant sums by which the agency determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of the contract.

(b) Should the agency be unable to negotiate a satisfactory contract with the firm considered to be the most qualified at a price the agency determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The agency shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the agency must terminate negotiations. The agency shall then undertake negotiations with the third most qualified firm.

(c) Should the agency be unable to negotiate a satisfactory contract with any of the selected firms, the agency shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.

(6) PROHIBITION AGAINST CONTINGENT FEES.--

(a) Each contract entered into by the agency for professional services must contain a prohibition against contingent fees as follows: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement." For the breach or violation of this provision, the agency shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

(b) Any individual, corporation, partnership, firm, or company, other than a bona fide employee working solely for an architect, professional engineer, or registered land surveyor and mapper, who offers, agrees, or contracts to solicit or secure agency contracts for professional services for any other individual, company, corporation, partnership, or firm and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or the making of a contract for professional services shall, upon conviction in a competent court of this state, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(c) Any architect, professional engineer, or registered surveyor and mapper, or any group, association, company, corporation, firm, or partnership thereof, who offers to pay, or pays, any fee, commission, percentage, gift, or other consideration contingent upon, or resulting from, the award or making of any agency contract for professional services shall, upon conviction in a state court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(d) Any agency official who offers to solicit or secure, or solicits or secures, a contract for professional services and to be paid, or is paid, any fee, commission, percentage, gift, or other consideration contingent upon the award or making of such a contract for professional services between the agency and any individual person, company, firm, partnership, or corporation shall, upon conviction by a court of competent authority, be found guilty of a first degree misdemeanor, punishable as provided in s. 775.082 or s. 775.083.

(7) **AUTHORITY OF DEPARTMENT OF MANAGEMENT SERVICES.**--Notwithstanding any other provision of this section, the Department of Management Services shall be the agency of state government which is solely and exclusively authorized and empowered to administer and perform the functions described in subsections (3), (4), and (5) respecting all projects for which the funds necessary to complete same are appropriated to the Department of Management Services, irrespective of whether such projects are intended for the use and benefit of the Department of Management Services or any other agency of government. However, nothing herein shall be construed to be in derogation of any authority conferred on the Department of Management Services by other express provisions of law. Additionally, any agency of government may, with the approval of the Department of Management Services, delegate to the Department of Management Services authority to administer and perform the functions described in subsections (3), (4), and (5). Under the terms of the delegation, the agency may reserve its right to accept or reject a proposed contract.

(8) **STATE ASSISTANCE TO LOCAL AGENCIES.**--On any professional service contract for which the fee is over \$25,000, the Department of Transportation or the Department of Management Services shall provide, upon request by a municipality, political subdivision, school board, or school district, and upon reimbursement of the costs involved, assistance in selecting consultants and in negotiating consultant contracts.

(9) **APPLICABILITY TO DESIGN-BUILD CONTRACTS.**--

(a) Except as provided in this subsection, this section is not applicable to the procurement of design-build contracts by any agency, and the agency must award design-build contracts in accordance with the procurement laws, rules, and ordinances applicable to the agency.

(b) The design criteria package must be prepared and sealed by a design criteria professional employed by or retained by the agency. If the agency elects to enter into a professional services contract for the preparation of the design criteria package, then the design criteria professional must be selected and contracted with under the requirements of subsections (4) and (5). A design criteria professional who has been selected to prepare the design criteria package is not eligible to render services under a design-build contract executed pursuant to the design criteria package.

(c) Except as otherwise provided in s. 337.11(7), the Department of Management Services shall adopt rules for the award of design-build contracts to be followed by state agencies. Each other agency must adopt rules or ordinances for the award of design-build contracts. Municipalities, political subdivisions, school districts, and school boards shall award design-build contracts by the use of a competitive proposal selection process as described in this subsection, or by the use of a qualifications-based selection process pursuant to subsections (3), (4), and (5) for entering into a contract whereby the selected firm will subsequently establish a guaranteed maximum price and guaranteed completion date. If the procuring agency elects the option of qualifications-based selection, during the selection of the design-build firm the procuring agency shall employ or retain a licensed design professional appropriate to the project to serve as the agency's representative. Procedures for the use of a competitive proposal selection process must include as a minimum the following:

1. The preparation of a design criteria package for the design and construction of the public construction project.
2. The qualification and selection of no fewer than three design-build firms as the most qualified, based on the qualifications, availability, and past work of the firms, including the partners or members thereof.
3. The criteria, procedures, and standards for the evaluation of design-build contract proposals or bids, based on price, technical, and design aspects of the public construction project, weighted for the project.
4. The solicitation of competitive proposals, pursuant to a design criteria package, from those qualified design-build firms and the evaluation of the responses or bids submitted by those firms based on the evaluation criteria and procedures established prior to the solicitation of competitive proposals.
5. For consultation with the employed or retained design criteria professional concerning the evaluation of the responses or bids submitted by the design-build firms, the supervision or approval by the agency of the detailed working drawings of the project; and for evaluation of the compliance of the project construction with the design criteria package by the design criteria professional.
6. In the case of public emergencies, for the agency head to declare an emergency and authorize negotiations with the best qualified design-build firm available at that time.

(10) REUSE OF EXISTING PLANS.--Notwithstanding any other provision of this section, there shall be no public notice requirement or utilization of the selection process as provided in this section for projects in which the agency is able to reuse existing plans from a prior project of the agency, or, in the case of a board as defined in s. 1013.01, a prior project of that or any other board. Except for plans of a board as defined in s. 1013.01, public notice for any plans that are intended to be reused at some future time must contain a statement that provides that the plans are subject to reuse in accordance with the provisions of this subsection.

(11) CONSTRUCTION OF LAW.--Nothing in the amendment of this section by chapter 75-281, Laws of Florida, is intended to supersede the provisions of ss. 1013.45 and 1013.46.

History.--ss. 1, 2, 3, 4, 5, 6, 7, 8, ch. 73-19; ss. 1, 2, 3, ch. 75-281; s. 1, ch. 77-174; s. 1, ch. 77-199; s. 10, ch. 84-321; ss. 23, 32, ch. 85-104; s. 57, ch. 85-349; s. 6, ch. 86-204; s. 1, ch. 88-108; s. 1, ch. 89-158; s. 16, ch. 90-268; s. 15, ch. 91-137; s. 7, ch. 91-162; s. 250, ch. 92-279; s. 55, ch. 92-326; s. 1, ch. 93-95; s. 114, ch. 94-119; s. 10, ch. 94-322; s. 868, ch. 95-148; s. 2, ch. 95-410; s. 45, ch. 96-399; s. 38, ch. 97-100; s. 1, ch. 97-296; s. 80, ch. 98-279; s. 55, ch. 2001-61; s. 63, ch. 2002-20; s. 944, ch. 2002-387.

287.017 Purchasing categories, threshold amounts; procedures for automatic adjustment by department.

(1) The following purchasing categories are hereby created:

(a) CATEGORY ONE: \$15,000.

(b) CATEGORY TWO: \$25,000.

(c) CATEGORY THREE: \$50,000.

(d) CATEGORY FOUR: \$150,000.

(e) CATEGORY FIVE: \$250,000.

(2) The department shall adopt rules to adjust the amounts provided in subsection (1) based upon the rate of change of a nationally recognized price index. Such rules shall include, but not be limited to, the following:

(a) Designation of the nationally recognized price index or component thereof used to calculate the proper adjustment authorized in this section.

(b) The procedure for rounding results.

(c) The effective date of each adjustment based upon the previous calendar year data.

History.--ss. 5, 13, ch. 86-204; ss. 12, 34, ch. 90-268; s. 3, ch. 96-236; s. 17, ch. 98-65; s. 75, ch. 98-279; s. 43, ch. 99-399; s. 9, ch. 2002-207.

PROFESSIONAL SERVICES CONTINUING SERVICES SAMPLE AGREEMENT

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SAMPLE AGREEMENT

**SECTION 1
INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL _____ SERVICES FOR
_____ 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 _____, with offices in _____, hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, the COUNTY _____ Department requires **PROFESSIONAL _____ SERVICES** associated with _____ on an as needed basis, herein referred as PROJECT.

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL _____ SERVICES requisite to the management needs of the COUNTY _____ Department, and

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

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

SECTION 2
GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

2.1 DESCRIPTION OF OVERALL REQUIRED SERVICES

(Insert appropriate description of services)

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 _____ or Designee. Prior to any work assignments being made, based on mutual discussions between the COUNTY and the CONSULTANT, the CONSULTANT shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the COUNTY shall be in writing. The CONSULTANT shall perform no work under this Agreement without written authorization. The CONSULTANT hereby agrees to waive any claim for compensation for any work performed without written authorization.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and plans review, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required herein will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an _____ registered in the State of Florida and qualified in the required discipline. Products of services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, within ten (10) days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

2.4 GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS

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

2.5 KEY PERSONNEL

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

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SERVICES

- 3.1.1 The CONSULTANT shall furnish all services, equipment and manpower necessary for the WORK Assignment in accordance with the intent of the AGREEMENT.
- 3.1.2 If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive Quality Control Checks and Reviews.
- 3.1.3 If require, the CONSULTANT shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- 3.1.4 The CONSULTANT shall provide the following, if requested:
 - A. Support to COUNTY staff in development of a scope of services.
 - B. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 - C. Quality control and constructability reviews of plans
 - D. Project Implementation Services for design such as: Infrastructure studies and investigations, project scope preparation, project design, conduct/assist in Public Information Meetings, Utility Coordination, Land Surveying Services, Geotechnical Services, Access Connection and Environmental Permitting Services, Cost Estimating, Railroad Coordination, Construction Engineering and Inspection.

- E. Project Management support and preparation of independent cost estimates.
 - F. Status meetings at a minimum of one each month.
 - G. Any other miscellaneous engineering services requirement by the COUNTY as directed by COUNTY's designated Director or Designee who is a COUNTY Employee.
- 3.1.5 Design Phase (Services to be defined with each specific WORK assignment)
 - 3.1.6 Bidding Phase (Services to be defined with each specific WORK assignment)
 - 3.1.7 Other Engineering Services. (Services to be defined with each specific WORK assignment)
 - a. Survey Work – Assist the COUNTY in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a Professional Land Surveyor (PLS).
 - b. Copy and Reproduction Support – Assist the COUNTY in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 - c. Miscellaneous Figures, As-built Drawings, Maps – Prepare figures, design drawings, maps, specifications, as-builts, etc., for the COUNTY when requested. All design support shall be performed on Auto-Cadd, latest version.

3.2 GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 PERFORMANCE SCHEDULES

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

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

SECTION 5 INFORMATION AND SERVICES TO BE FURNISHED BY THE COUNTY

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

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

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

SECTION 6 PAYMENT SCHEDULE/INVOICING REQUIREMENTS

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

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

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

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

7.2 The upset limit for all compensation to be paid under the maximum _____ (_____) year term of this Agreement is an amount not to exceed _____dollars (\$_____). 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 _____ (_____) additional _____ (_____) term extension option, based upon performance, beyond the primary AGREEMENT period.

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

SECTION 8 TASK ORDERS

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

8.2 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in detailed 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 9 ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

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

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

SECTION 10 SATISFACTORY PERFORMANCE

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S designated departmental Director or designed.

SECTION 11 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 12 CONSULTANTS ACCOUNTING RECORDS

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

12.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates,

estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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

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

SECTION 13 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

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

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

SECTION 14 INSURANCE COVERAGE

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth below. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have a "Bests" rating of at least A-VIII. Within ten (10) days calendar days after contractor receipt of notice of award, the Contractor shall provide the County with properly executed Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). A copy of the endorsement(s) referenced in paragraph 3 for Additional Insured shall be attached to the certificate(s).

All insurance coverages of the Contractor shall be primary and non-contributory of the insurance or self insurance programs carried by the County. Receipt of the certificate of insurance by the County of any Certificate of Insurance does not constitute approval of agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Agreement.

No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County.

All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies obtained by the Contractor to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements and, if requested by the County, certified true copies of the renewal policies, shall be furnished by the Contractor to the County within thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty - four (24) hours after receipt, of any notices of expiration, cancellation, non-renewal or material change in coverage received by said Contractor from its insurer by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverage's required herein, the County may terminate the Agreement, or at its sole discretion be authorized to purchase such coverage's and charge the Contractor for such purchase. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverage's purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.

The Contractor shall submit to the County Department of Risk Management a copy of all accident reports arising out of any injuries to its employees or those of its subcontractors, or any personal injuries or property damage arising or alleged to have arisen on account of any Work under the Agreement.

The insurance requirements for this Agreement, which shall remain in effect throughout its duration, are as follows:

(A) Workers' Compensation

Limit

Employers Liability Limits

Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability (covering the liability assumed under indemnification provisions of this contract) Premises/Operations, Products/Completed Operation and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such an exclusion is included in the policy, a separate Sexual Misconduct and Physical Abuse Liability Policy must be provided with the same limits as the Commercial General Liability Limits.

Limits

General Aggregate	\$ 1,000,000
Personal Injury and Adv Inj	\$ 1,000,000
Each Occurrence	\$ 1,000,000

- (C) Business Automobile or Trucker's/Garage liability covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that his coverage exists under the Commercial General Liability policy.

Limit	
Per Accident	\$ 1,000,000

(D) Professional Liability with at least minimum limits as follows:

Limits	
Each Occurrence	\$ 1,000,000
Aggregate	\$ 2,000,000

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

- (1) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (2) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (3) **Pinellas County shall be endorsed** to the required policy or policies as an Additional Insured. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County to any such future coverage, or to County's Self-Insured Retention's of whatever nature. Copy of endorsement must be provided with certificate of insurance as proof of coverage.
- (4) All policies shall be written on a primary, non-contributory basis
- (5) Any certificate of insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the certificate of insurance.
- (6) Insurance policies shall include waivers of subrogation in favor of Pinellas County.

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

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

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

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

comply with the above provisions of the contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

SECTION 17 PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 TRUTH IN NEGOTIATIONS

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

SECTION 19 SUCCESSORS AND ASSIGNS

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

SECTION 20 INDEMNIFICATION

20.1 The first ten dollars (\$10) of compensation received by the contractor pursuant to this contract represents specific consideration for the following indemnification: contractor 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 contractor; 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 contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County.

20.2 Unless specifically prohibited by Florida Law, the successful bidder(s) agrees to indemnify the County and hold it harmless from and against all claims, liability, loss, damage or expense, including counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the goods or any part thereof covered by this order, and such obligation shall survive acceptance of the goods and payment thereof by the County.

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

SECTION 21 INTEREST ON JUDGMENTS

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

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

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

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 EXTENT OF AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

**SECTION 27
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name

PINELLAS COUNTY, by and through its Board of
County Commissioners

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

By: _____
Chairman Date: _____

ATTEST:

ATTEST:
Ken Burke, Clerk of the Circuit Court

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

By: _____
Deputy Clerk Date: _____

(CORPORATE SEAL)

APPROVAL AS TO FORM:

By: _____
Office of the County Attorney

February 17, 2012

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Consultant Services for Professional Engineering for Environmental and Geotechnical Services

PROPOSAL NUMBER: 112-0143-CN(AM)

PROPOSAL SUBMITTAL IS RE-SCHEDULED TO: March 8, 2012

ADDENDUM NO. 1

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

NOTICE IS GIVEN THAT THE DUE DATE FOR THE RFP HAS BEEN RESCHEDULED TO MARCH 8, 2012 @ 3:00 P.M.

QUESTION 1:

Section B – Special Conditions, Paragraph 7. Information Package, Sub-paragraph 2. Scope of Services provides a list of engineering services that may be sought, such as, Civil, Electrical, Environmental, Mechanical, Structural, etc. Some of these areas of expertise do not seem to fit the actual scope of work listed in Section E of the RFP. Can you please explain whether the County expects to see all of the listed areas of expertise on the organization chart in the proposal as they do not seem to be warranted?

ANSWER 1:

There is a potential to use the any one of the listed services for a task assignment. The firm should include the listed areas of expertise on the organization chart in their proposal.

As a result, please refer to the attached Revised Section E, Scope of Work, Pages 16 through 18. Please remove the existing pages 16-18 and replace with the attached REVISED pages 16-18.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



QUESTION 2:

There appears to be a discrepancy in the Scope of Work. Page 10 shows the scope as continuing services (you pick the discipline you want to provide) and then Page 16 & 17 talks specifically about providing environmental and geotechnical services to the County under a continuing services contract. Our response will differ based on which scope of work is accurate. We are thinking that Page 16 & 17 is the accurate Scope of Work but thought we should ask the question before proceeding. Would you please clarify the scope of work the County desires under this contract?

ANSWER 2:

See answers 1.

QUESTION 3 (RELATED QUESTIONS):

1. Could you please let me know who the current incumbents on the above referenced RFP are?
2. Who is the incumbent contractor currently providing these services to Pinellas County?

ANSWER 3

The current contract is held by the following vendors:

Ardaman & Associates, Inc.
Mactec Engineering and Consulting, Inc., **now known as**, AMEC E & I, Inc.
Nodarse & Associates, Inc.
Professional Services Industries, Inc.
URS Corporation Southern
Williams Earth Sciences, Inc., **now known as**, Gannett Fleming, Inc.

QUESTION 4:

How long have they held the contract?

ANSWER 4:

The contract has been in effect for an initial three years, and will be expiring on June 7, 2012. Although there is an option to extend the contract the County will not be exercising that option and have issued this new RFP.

QUESTION 5 (RELATED QUESTIONS):

1. What are the invoice totals to the County for the previous twelve (12) months?
2. What is the total invoice amount the incumbent has submitted to the County over the life of the existing contract?

ANSWER 5:

Rather than an annualized cost the total invoice amount paid by the County under contract 089-0461-A, the existing contract, over the life of the contract period beginning June 8, 2009 thru this date is as follow.

\$193,916.37.

QUESTION 6:

Can you please provide a copy of the incumbent's proposal submittal and their current fee schedule?

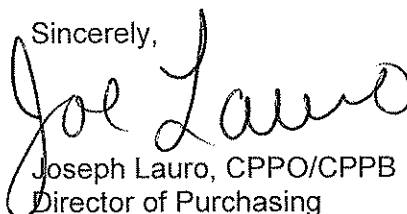
ANSWER 6:

Attached are the incumbents' current fee schedules. Copies of the incumbents' proposal submittal on the existing contract may be viewed at the Purchasing Department at 400 S, Fort Harrison, 6th Floor Annex, Clearwater, FL, 33756 by calling ahead to Amelia Mcfarlane, Sr. Procurement Analyst at (727) 464-3149 for an appointment. Copies of the proposal may be obtained by request for those copies at a cost of \$0.15 per copy with an additional administrative cost, if that cost is warranted.

All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No.1 and return with completed proposal package.

Sincerely,

A handwritten signature in black ink, appearing to read "Joe Lauro". The signature is fluid and cursive, with the first name "Joe" and last name "Lauro" clearly distinguishable.

Joseph Lauro, CPPO/CPPB
Director of Purchasing

SECTION E – SCOPE OF WORK

Proposal Title: Consultant Services for Professional Engineering for Environmental and Geotechnical Services
Proposal Number: 112-0143-CN(AM)

A. OBJECTIVE:

To obtain the services of a qualified firm to provide the County with environmental and geotechnical professional engineering services for capital improvement projects on an "as needed" basis for countywide use.

There is a potential to use the any one of the listed services for a task assignment. The firm should include the listed areas of expertise on the organization chart in their proposal.

Architect***Landscape Architect*****Engineering Services**

- 1) Civil
- 2) Electrical
- 3) Environmental
- 4) Geotechnical
- 5) Hazardous Waste
- 6) Hydrogeological
- 7) Mechanical
- 8) Solid Waste
- 9) Structural
- 10) Surveying
- 11) Transportation/Traffic

Mapping/GIS Services**Planning Services****Construction Management Services****B. BACKGROUND:**

This contract replaces contract No. 089-0461-A.

C. SCOPE OF WORK:

The consultant shall provide environmental and geotechnical engineering services for capital improvement projects. The specific services for each project will vary, and will be provided on a project by project basis.

C.1 PROJECT DATA

1. Project Name: Environmental and Geotechnical Services
2. Project Area: Countywide
3. Project Location: Will be provided on a project by project basis

C.2 ASSIGNMENT OF PROJECTS

Projects to be performed by the consultant shall be on an assignment-by-assignment basis. Project assignments shall be made by the County's Director of Public Works and Transportation or Designee. Prior to any project 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 project assignment authorizations by the County shall be in writing. The consultant shall perform no project assignment under this Agreement without written authorization. The consultant hereby agrees to waive any claim for compensation for any project performed without written authorization.

SECTION E – SCOPE OF WORK

C.3 The project requirements from the Consultant shall be the following:

1. Perform environmental and geotechnical engineering services as required by the County. The services shall include, but are not limited to: field investigations, soil, sediment and water (ground and surface) sampling, geophysical investigations, laboratory testing and analysis, and reporting for various projects according to applicable regulatory standards and methods.
2. Determine sample locations. Samples shall be located with references to permanent topographical features (which will be provided by the County).
3. Assist the County with negotiations and maintaining compliance with regulatory agencies.
4. Develop, design, permit, monitor and operate remediation systems of site rehabilitation efforts in compliance with regulatory and best management standards.
5. Obtain core samples from water bodies for the purpose of characterizing the sediment. The characterizing shall include percent organics and percent passing a 200 sieve. In all cases, the minimum depth of each core sample shall be the depth that results in 80% recovery of the desired depth.
6. Obtain bulk and grab sediment samples from water bodies for the purpose of measuring various parameters such as: metals, fecal coliform, total solids, volatiles, semi-volatile organics, pesticides, herbicides, and PCBs.
7. Perform elutriate testing for the purpose of simulating dredging activities.
8. Perform soil borings and test pits to characterize soil and evaluate subsurface conditions.
9. Perform Standard Penetration Tests (SPT) borings, double-ring infiltrometer tests (DRIT), and Atterberg Limits testing (when clay is encountered).
10. Install piezometers and temporary monitoring wells in compliance with appropriate regulatory standards and methodology.
11. Obtain laboratory testing and analysis for samples in compliance with regulatory standards and methodology.
12. All laboratory testing and engineering analysis shall be completed within twenty-one (21) business days after completion of the field work. The consultant shall inform the County of any delays in testing and/or laboratory analysis as soon as possible. The consultant shall verbally inform the County of testing and analytical results within two (2) business days of receipt of the results.
13. Provide a report summarizing the findings. Depending on the specific services that are provided, the report shall include: a plot of the boring logs; a profile plot delineating the limits of rock, muck, plastic or other deleterious materials; a determination of hazardous/contamination or not hazardous/contamination; the elevation of the water table; the seasonal high ground water elevation; analytical reports from the laboratory and a summary table of the results; core sample logs; tidal information; a map of the sample locations; depths of samples; and recommendations. The recommendations shall include a determination of the suitability of the site, spoil material, or fill material, as it pertains to the project objective.
14. Submit one (1) draft report to the County Project Manager for review within five (5) business days of the consultant receiving all laboratory analyses. The County shall provide the consultant with review comments or approval of the draft report within ten (10) business days of receiving the draft report.

SECTION E – SCOPE OF WORK

15. Provide four (4) copies of the final report all signed and sealed by a Florida Licensed Professional Geologist or a Florida Licensed Professional Engineer, within five (5) business days of receiving approval from the County.
16. Shall call "SUNSHINE" prior to commencing work under this Agreement for the verification of utility locations. The County shall not be responsible for the verification of utility locations. Where samples are required on private property, the consultant shall provide reasonable notice to the property owner of intent in accordance with Florida Statute 336.274.
17. Thoroughly inspect all areas within proposed construction limits for indications of the presence of toxic or hazardous waste material, and all samples of material collected during geotechnical investigations shall be examined for indications of such material.
18. Furnish field investigations, analyses, and data to the County that shall be fully adequate for the purposes of design and construction, and the presentation of appropriate information to the contractor or regulatory agency.
19. All exploration and testing activities must be supervised by a Florida Licensed Professional Geotechnical Engineer or Florida Licensed Professional Geologist.
20. All contact and coordination for services shall be through the County's Project Manager, who will be determined on a project by project basis, to insure continuity of effort and communications.
21. Minor deviations from the proposed sample locations will be permissible for the purpose of avoiding permanent obstacles, providing the general scope and pattern of coverage is maintained.
22. The methods and equipment used in obtaining the samples shall be consistent with the purposes for which the samples are to be obtained.
23. Exhibit A of rates provided by the successful firms shall include the cost of all labor and equipment used in collecting samples, testing, analysis, and reporting.

Progress reports may not be required.

EXHIBIT A



FEE SCHEDULE

I. LABOR		Unit	Rate
A. Principal/ Chief Engineer	Hour	\$	130.00
B. Senior Project Manager/Contract Manager	Hour	\$	120.00
C. Senior Engineer, PE/ Geologist, PG	Hour	\$	110.00
D. Project Engineer/ Geologist/ Scientist	Hour	\$	85.00
E. Staff Engineer/ Geologist/ Scientist	Hour	\$	80.00
F. Technician II	Hour	\$	60.00
G. Technician I	Hour	\$	50.00
H. Clerical/ Word Processor	Hour	\$	45.00
I. CAAD Operator/ Draftsperson (includes PC/CADD)	Hour	\$	50.00
II. GEOTECHNICAL SERVICES			
II.A FIELD SERVICES			
1 Mobilization	Project	\$	500.00
2 Site Clearing	Hour	\$	135.00
3 Soil Test Borings - 0 to 25 feet	Feet	\$	9.50
4 Soil Test Borings - 25 to 50 feet	Feet	\$	10.50
5 Soil Test Borings - 50 to 75 feet	Feet	\$	11.50
6 Soil Test Borings - 75 to 100 feet	Feet	\$	12.00
7 Soil Test Borings - 100 to 125 feet	Feet	\$	15.00
8 Soil Test Borings - 125 to 150 feet	Feet	\$	18.00
9 Auger Boring - 0 to 50 feet	Feet	\$	6.00
10 Wash Boring	Feet	\$	7.00
11 Additional Samples	Each	\$	25.00
12 Sediment Core Samples	Each	\$	50.00
13 Bulk or Grab Sediment Samples	Each	\$	50.00
14 Rock Coring, Less Than 50 Feet Deep	Feet	\$	3.00
15 Rock Coring, 50 to 100 Feet Deep	Feet	\$	33.00
16 Rock Coring, Greater Than 100 Feet Deep	Feet	\$	38.00
17 Undisturbed Samples	Each	\$	65.00
18 Grouting Borehole	Feet	\$	6.00
19 Double Ring Infiltration Tests	Test	\$	350.00
20 Field Permeability	Test	\$	350.00
21 Piezometer or Temporary Monitoring Wells	Feet	\$	18.00
22 Test Pits	Each	\$	300.00
22 Additional costs associated with obtaining samples			Cost + 10%
II.B LABORATORY SERVICES			
1 Natural Soil Moisture Content	Test	\$	15.00
2 Grain Size Analysis	Test	\$	50.00
3 Percent Fines	Test	\$	25.00
4 Atterberg Limits	Test	\$	65.00
5 Organic Content	Test	\$	45.00
6 Limerock Bearing Ratio (LBR) Test	Test	\$	300.00
7 Moisture Density Test (Standard or Modified Proctor)	Test	\$	150.00
8 Outside Laboratory Testing			Cost + 10%



III.

ENVIRONMENTAL SERVICES

A. Equipment Rentals	Cost + 10%
B. Subcontractor Costs	Cost + 10%
C. Laboratory Testing	Cost + 10%

Hourly rates are from portal to portal from 8:00AM to 5:00 PM, Monday to Friday
Hourly rate on approval overtime and weekends will be estimated as 1.5 x hourly rate.



ARDAMAN & ASSOCIATES, INC.
TAMPA OFFICE

EXHIBIT A

**PUBLIC WORKS PROFESSIONAL ENGINEERING
FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

FEE SCHEDULE

A. Personnel Rates

1. Senior Consulting Engineer (P.E.)	Per Hour	\$ 165.00
2. Principal Engineer (P.E.)	Per Hour	\$ 140.00
3. Project Manager (P.E.)	Per Hour	\$ 120.00
4. Senior Project Engineer (P.E.)	Per Hour	\$ 110.00
5. Project Engineer	Per Hour	\$ 85.00
6. Staff Engineer	Per Hour	\$ 80.00
7. CAD Operator	Per Hour	\$ 60.00
8. Secretarial	Per Hour	\$ 48.00
9. Senior Engineering Technician/Field Inspector	Per Hour	\$ 60.00
10. Engineering Technician	Per Hour	\$ 45.00

B. Mobilization

1. Mobilization (men and equipment)		
a. SPT Rig and Cone Rig	Per Trip	\$ 400.00
b. All-Terrain (Mudbug)	Per Trip	\$ 500.00
2. Rig Time – SPT Rig and Cone Rig (including Standby Time/Clearing/Difficult Access)	Per Hour	\$ 150.00

C. Standard Penetration Test (SPT) Drilling (ASTM D 1586)

1. Standard Truck Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 10.50
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 14.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 22.50
d. Extra Split Spoon Samples		
i. From 10 feet to 50 feet	Per Sample	\$ 30.00
ii. From 50 feet to 100 feet	Per Sample	\$ 40.00
iii. From 100 feet to 150 feet	Per Sample	\$ 70.00
2. Mudbug Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 12.50
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 15.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 22.50
d. Extra Split Spoon Samples		
i. From 10 feet to 50 feet	Per Sample	\$ 35.00
ii. From 50 feet to 100 feet	Per Sample	\$ 45.00
iii. From 100 feet to 150 feet	Per Sample	\$ 80.00

D. Rock Coring – HW Barrel (ASTM D 2113)

1. Standard Truck Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 34.00
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 36.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 41.00
2. Mudbug Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 35.00
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 37.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 42.00



ARDAMAN & ASSOCIATES, INC.
TAMPA OFFICE

EXHIBIT A

**PUBLIC WORKS PROFESSIONAL ENGINEERING
FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

E. Thin-Walled Tube Samples (ASTM D 1587)

1. Standard Truck Rig	Per Sample	\$ 125.00
2. Mudbug Rig	Per Sample	\$ 125.00

F. Grout Seal Boreholes

1. Standard Truck Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 4.00
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 6.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 8.00
2. Mudbug Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 4.50
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 6.50
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 8.50

G. Set Steel Casing to Support Borehole (up to 4inch)

1. Standard Truck Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 6.00
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 8.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 10.00
2. Mudbug Rig		
a. From surface to 50 feet	Per Lineal Foot	\$ 7.00
b. From 50 feet to 100 feet	Per Lineal Foot	\$ 9.00
c. From 100 feet to 150 feet	Per Lineal Foot	\$ 11.00

H. Auger Boring (ASTM D 1452)

1. Standard Truck Rig	Per Lineal Foot	\$ 9.00
2. Mudbug Rig	Per Lineal Foot	\$ 10.00

I. Cone Penetration Test Soundings (ASTM D 3411)

1. Penetrations from 0 to 100 feet	Per Lineal Foot	\$ 13.50
2. Dissipation Time	Per Hour	\$ 195.00

J. Permeability Testing

1. Double-Ring Information Test (ASTM D 3385) (Test depths up to 2 feet in areas with pervious surface)	Per Test	\$ 375.00
2. Auger Hole Percolation Test (Test performed in existing hole)	Per Test	\$ 150.00

K. Monitoring well Installation

1. 2-inch PVC screen and riser	Per Lineal Foot	\$ 35.00
2. Concrete Pad and Protective Cover	Per Well	\$ 200.00
3. Decontamination and Well Development	Per Hour	\$ 170.00
4. Well Permit (Up to 5 wells per permit)	Per Permit	\$ 100.00
5. Well Abandonment (2" dia. Well)	Per Lineal Foot	\$ 4.00

L. Ground Penetrating Radar Survey

Per Day	\$2,350.00
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ARDAMAN & ASSOCIATES, INC.
TAMPA OFFICE

EXHIBIT A

**PUBLIC WORKS PROFESSIONAL ENGINEERING
FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

M. Laboratory Testing

1. Visual Classification of Soil Sample	Per Sample	\$ 25.00
2. Grain Size Distribution		
a. Percent Fines/Moisture content (ASTM D 1140)	Per Test	\$ 40.00
b. Sieve Analysis (ASTM D 421, D 422)	Per Test	\$ 75.00
c. Hydrometer Analysis (ASTM D 422)	Per Test	\$ 150.00
3. Moisture Content (ASTM D 2216)	Per Test	\$ 10.00
4. Atterberg Limits (ASTM D 4318)	Per Test	\$ 75.00
5. Specific Gravity (ASTM D 854)	Per Test	\$ 50.00
6. Organic Content (ASTM D 2974)	Per Test	\$ 35.00
7. Unit Weight Determination	Per Test	\$ 30.00
8. Standard/Modified Proctor Test (ASTM D698/D1557)	Per Test	\$ 95.00
9. Limerock Bearing Ratio Test (FDOT Method)	Per Test	\$ 300.00
10. Consolidation Test (AASHTO T 216)	Per Test	\$ 425.00
11. Permeability Tests		
a. Permeability Test on Sand (ASTM D-2434)	Per Test	\$ 225.00
b. Permeability Test on Fine Grained Soil (ASTM D-5084)		
i. Hydraulic Conductivity $>10^{-8}$ cm/sec	Per Test	\$ 285.00
ii. Hydraulic Conductivity $<10^{-8}$ cm/sec	Per Test	\$ 410.00
c. Permeation with Fluid Other Than Water	Add'l Per Test	\$ 170.00
12. Corrosion Series Testing (pH, SO ₄ , Cl, Resistivity)	Per Test	\$ 150.00
13. Triaxial/Point Test (AASHTO T 234)	Per Point	\$ 175.00
14. Unconfined Compression Test (ASTM D 2166)	Per Test	\$ 88.00
15. Unconfined – Rock (ASTM D 2938)	Per Test	\$ 88.00
16. Direct Shear (ASTM D 3080)	Per Test	\$ 200.00
17. Shrinkage Factor Test (ASTM D 4943)	Per Test	\$ 75.00
18. Swell Potential Test (ASTM D 4546)	Per Test	\$ 175.00
19. Compaction Test (FM 5-525/521)	Per Test	\$ 50.00
20. Min/Max Density Test (ASTM D 4254)	Per Test	\$ 100.00
21. Split Tensile Strength of Rock	Per Test	\$ 115.00

O. Other Charges

1. Hole Location and Utility Clearance (portal to portal)	Per Crew Hour	\$ 75.00
2. Pile Driving SAXI Meter	Per Day	\$ 50.00
3. Vibration Monitoring Equipment	Per Day	\$ 245.00
4. Survey Equipment	Per Day	\$ 70.00
5. Water Level Indicator	Per Day	\$ 25.00
6. GPS Unit	Per Day	\$ 10.00
7. Generator	Per Day	\$ 90.00
8. Coring Equipment & Bit Charge		
a. Concrete (inch diameter x total inch length)	Per Inch	\$ 1.50
b. Asphalt (inch diameter x total inch length)	Per Inch	\$ 1.25



ARDAMAN & ASSOCIATES, INC.
TAMPA OFFICE

EXHIBIT A

**PUBLIC WORKS PROFESSIONAL ENGINEERING
FOR ENVIRONMENTAL AND GEOTECHNICAL SERVICES**

P. Subcontractors

- | | |
|-----------------------|------------|
| 1. Equipment Rental | Cost + 10% |
| 2. Subcontractor | Cost + 10% |
| 3. Laboratory Testing | Cost + 10% |

NOTES:

1. All work will be dispatched from our Tampa/Brandon facility located at 3925 Coconut Palm Drive, Suite 115. Services will be coordinated and supervised, and reports signed by a licensed engineer in accordance with Florida Law.
2. Work in excess of 8 hours per day or on Saturdays, Sundays, or Holidays, will be charged at 1.33 x regular rates. Field personnel rates will be billed on a portal to portal basis. A minimum charge of 4 hours applies to field personnel rates.
3. Services are billed upon completion of work. Invoices are due upon receipt.

EXHIBIT A
NODARSE & ASSOCIATES, INC.

FEE SCHEDULE
Pinellas County
Environmental and Geotechnical Services Contract

I. PROFESSIONAL SERVICES

a. Principal Scientist/Geologist	\$ 140.00 Per Hour
b. Senior Geotechnical Engineer	\$ 135.00 Per Hour
c. Certified Industrial Hygienist (CIH)	\$ 125.00 Per Hour
d. Senior Geologist (PG)	\$ 120.00 Per Hour
e. Project Manager/Senior Scientist	\$ 110.00 Per Hour
f. Project Engineer/Geologist/Scientist	\$ 90.00 Per Hour
g. Geotechnical Staff Engineer (EI)	\$ 85.00 Per Hour
h. Staff Engineer/Geologist/Scientist	\$ 75.00 Per Hour
i. Chief Environmental Technician	\$ 60.00 Per Hour
j. Senior Environmental/Geotechnical Technician	\$ 55.00 Per Hour
k. Environmental/Geotechnical Technician	\$ 50.00 Per Hour
l. Senior Environmental Technician Team (2 person crew)	\$ 110.00 Per Hour

II. SUPPORT SERVICES

a. CADD Services	\$ 45.00 Per Hour
b. Word Processing	\$ 40.00 Per Hour

III. EQUIPMENT RENTAL AND SUPPLIES

a. Organic Vapor Analyzer	\$ 150.00 Per Day
b. Groundwater Sampling Equipment (meters, water level indicator, peri. pump)	\$ 125.00 Per Day
c. Disposable Sampling Supplies (gloves, tubing)	\$ 30.00 Per Well
d. Water Quality Meter (Multi-meter w/ pH, cond, temp, DO)	\$ 50.00 Per Day
e. DO Meter	\$ 40.00 Per Day
f. Turbidity Meter	\$ 30.00 Per Day
g. Deep Monitoring Well Sampling Pump	\$ 190.00 Per Day
h. Water Level Indicator/Oil-Water Interface Probe	\$ 25.00 Per Day
i. In-Line Filters	\$ 45.00 Each
j. Handheld GPS Unit (+/- three meter accuracy)	\$ 75.00 Per Day
k. Generator (5 KW)	\$ 90.00 Per Day
l. Generator (10 KW)	\$ 140.00 Per Day
m. Concrete Core Machine	\$ 150.00 Per Day
n. Surveying Equipment	\$ 75.00 Per Day
o. Pump - Development/Centrifugal	\$ 60.00 Per Day
p. Pump - Sampling/Peristaltic	\$ 30.00 Per Day
q. Pump - 2 inch Trash	\$ 65.00 Per Day
r. Pump - 4 inch Trash	\$ 125.00 Per Day
s. Back-Hoe (includes delivery, pick-up but not fuel)	\$ 500.00 Per Day
t. Front-End Loader w/ 2.5 yard bucket (includes delivery, pick-up but not fuel)	\$ 800.00 Per Day
u. Track Excavator (includes delivery, pick-up but not fuel)	\$ 900.00 Per Day
v. 185 CFM Air Compressor (includes delivery, pick-up but not fuel)	\$ 110.00 Per Day
w. Construction Forklift (includes delivery, pick-up but not fuel)	\$ 375.00 Per Day
x. 55-gallon drums for IDW	\$ 65.00 Each
y. Boat Rental for shallow water	\$ 250.00 Per Day

IV. LABORATORY SERVICES *

	SOIL	LIQUID
a. Metals (excluding arsenic, lead, & mercury)	\$ 25.00	\$ 15.00 Each
b. Arsenic	\$ 25.00	\$ 15.00 Each
c. Lead	\$ 25.00	\$ 15.00 Each
d. Mercury	\$ 35.00	\$ 30.00 Each
e. RCRA 8 Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)	\$ 150.00	\$ 130.00 Each

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NODARSE & ASSOCIATES, INC.

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f. Project Engineer/Geologist/Scientist	\$ 90.00 Per Hour
g. Geotechnical Staff Engineer (EI)	\$ 85.00 Per Hour
h. Staff Engineer/Geologist/Scientist	\$ 75.00 Per Hour
i. Chief Environmental Technician	\$ 60.00 Per Hour
j. Senior Environmental/Geotechnical Technician	\$ 55.00 Per Hour
k. Environmental/Geotechnical Technician	\$ 50.00 Per Hour
l. Senior Environmental Technician Team (2 person crew)	\$ 110.00 Per Hour

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d. Water Quality Meter (Multi-meter w/ pH, cond, temp, DO)	\$ 50.00 Per Day
e. DO Meter	\$ 40.00 Per Day
f. Turbidity Meter	\$ 30.00 Per Day
g. Deep Monitoring Well Sampling Pump	\$ 190.00 Per Day
h. Water Level Indicator/Oil-Water Interface Probe	\$ 25.00 Per Day
i. In-Line Filters	\$ 45.00 Each
j. Handheld GPS Unit (+/- three meter accuracy)	\$ 75.00 Per Day
k. Generator (5 KW)	\$ 90.00 Per Day
l. Generator (10 KW)	\$ 140.00 Per Day
m. Concrete Core Machine	\$ 150.00 Per Day
n. Surveying Equipment	\$ 75.00 Per Day
o. Pump - Development/Centrifugal	\$ 60.00 Per Day
p. Pump - Sampling/Peristaltic	\$ 30.00 Per Day
q. Pump - 2 inch Trash	\$ 65.00 Per Day
r. Pump - 4 inch Trash	\$ 125.00 Per Day
s. Back-Hoe (includes delivery, pick-up but not fuel)	\$ 500.00 Per Day
t. Front-End Loader w/ 2.5 yard bucket (includes delivery, pick-up but not fuel)	\$ 800.00 Per Day
u. Track Excavator (includes delivery, pick-up but not fuel)	\$ 900.00 Per Day
v. 185 CFM Air Compressor (includes delivery, pick-up but not fuel)	\$ 110.00 Per Day
w. Construction Forklift (includes delivery, pick-up but not fuel)	\$ 375.00 Per Day
x. 55-gallon drums for IDW	\$ 65.00 Each
y. Boat Rental for shallow water	\$ 250.00 Per Day

IV. LABORATORY SERVICES *

	SOIL	LIQUID
a. Metals (excluding arsenic, lead, & mercury)	\$ 25.00	\$ 15.00 Each
b. Arsenic	\$ 25.00	\$ 15.00 Each
c. Lead	\$ 25.00	\$ 15.00 Each
d. Mercury	\$ 35.00	\$ 30.00 Each
e. RCRA 8 Metals (Arsenic, Barium, Cadmium, Chromium, Lead, Mercury, Selenium, Silver)	\$ 150.00	\$ 130.00 Each

FEE SCHEDULE
Pinellas County
Environmental and Geotechnical Services Contract

	SOIL	LIQUID	
f. 13 Priority Pollutant Metals (Arsenic, Barium, Beryllium, Cadmium, Chromium, Copper, Lead, Mercury, Antimony, Selenium, Silver, Nickel,	\$ 235.00	\$ 200.00	Each
g. EPA Method 8260 or 8021 for Volatile Organic Aromatics (VOAs)	\$ 80.00	\$ 70.00	Each
h. EPA Method 8260 or 8021 for Volatile Organic Halocarbons (VOHs)	\$ 105.00	\$ 80.00	Each
i. EPA Method 8260 or 8021 for Volatile Organic Compounds (VOCs / Full List)	\$ 150.00	\$ 145.00	Each
j. EPA Method 8270 or 8310 for Polycyclic Aromatic Hydrocarbons (PAHs)	\$ 145.00	\$ 115.00	Each
k. EPA Method 8270 for Semi-Volatile Organic Compounds (SVOCs - Full List)	\$ 340.00	\$ 325.00	Each
l. EPA Method 8011 or 504.1 for 1,2-Dibromomethane (EDB)		\$ 75.00	Each
m. FL-PRO for TRPH	\$ 105.00	\$ 100.00	Each
n. FAC 62-770 Table I - KAG Group WATER (8260 VOCs, 8270 PAHs, 8011, Lead, FL-PRO)		\$ 425.00	Each
o. FAC 62-770 Table I - KAG Group SOIL (8260 VOAs, 8270 PAHs, FL-PRO)	\$ 375.00		Each
p. EPA Method 8081 for Organochlorine Pesticides	\$ 105.00	\$ 105.00	Each
q. EPA Method 8082 for Polychlorinated Biphenyls (PCBs)	\$ 105.00	\$ 100.00	Each
r. EPA Method 8141 for Organophosphorus Pesticides	\$ 160.00	\$ 145.00	Each
s. EPA Method 8151 for Chlorinated Herbicides	\$ 160.00	\$ 145.00	Each
t. Elutriate Preparation		\$ 30.00	Each
u. Fecal Coliform	\$ 30.00	\$ 30.00	Each
v. Total Dissolves Solids		\$ 25.00	Each
w. Total Suspended Solids		\$ 20.00	Each
x. Total Solids		\$ 20.00	Each
y. Organophosphorus Pesticides by Method 8270	\$ 140.00	\$ 140.00	Each
z. Triazine Pesticides	\$ 145.00	\$ 145.00	Each
aa. Chlorinated Herbicides by EPA Method 8321	\$ 115.00	\$ 115.00	Each
ab. Glyphosate in Soil	\$ 115.00		Each
ac. Glyphosate by Method 547 in Water		\$ 90.00	Each
ad. Quarternary Ammonium Herbicides in Soil (diquat/paraquat)	\$ 230.00	\$ 230.00	Each
ae. Quarternary Ammonium Herbicides in Water (diquat/paraquat)		\$ 145.00	Each

* Prices are for a standard turn-around time of 5 to 7 working days.

Charges for Rush Rates use the following multipliers:

1 to 2 day turn around x 2
3 to 4 day turn around x 1.65

af. Natural Moisture Content	\$ 15.00	Each
ag. Grain Size Analysis		
1. Full Gradation	\$ 75.00	Each
2. Single Sieve	\$ 50.00	Each
3. Hydrometer with Full Grain Size	\$ 175.00	Each
ah. Organic Content	\$ 40.00	Each
ai. Atterberg Limits Tests	\$ 80.00	Each

V. DRILLING AND FIELD SERVICES

a. Mini Track Rig Mobilization	\$ 350.00	Per Event
b. Truck Mounted Drill Rig Mobilization	\$ 350.00	Per Event
Mobilization of Barge and Drill Rig		Priced upon Request
c. Standard Penetration Test Borings		
1. 0 - 50 feet	\$ 12.00	Per Foot
2. 50 - 100 feet	\$ 14.00	Per Foot
d. Grout Seal Borings		
1. 0 - 50 feet	\$ 4.00	Per Foot

FEE SCHEDULE
Pinellas County
Environmental and Geotechnical Services Contract

	SOIL	LIQUID
2. 50 - 100 feet	\$ 5.00	Per Foot
e. Casing Allowance (3 inch)		
1. 0 - 50 feet	\$ 6.00	Per Foot
2. 50 - 100 feet	\$ 9.00	Per Foot
f. Auger Borings	\$ 9.00	Per Foot
g. Clearing/Difficult Access	\$ 150.00	Per Hour
h. Thin-Walled Tube Samples		
1. 0 - 50 feet	\$ 150.00	Per Foot
2. 50 - 100 feet	\$ 200.00	Per Foot
i. Extra Split Spoon Samples		
1. 0 - 50 feet	\$ 25.00	Each
2. 50 - 100 feet	\$ 28.00	Each
j. Geoprobe Direct Push Rig Mobilization	\$ 200.00	Per Mob
k. Geoprobe Direct Push Rig (includes expendables, excludes well supplies)	\$ 1,700.00	Per Day
l. Pre-Pack Monitoring Wells (1-inch)	\$ 20.00	Per L.F.
m. 2-inch Schedule 40 PVC riser	\$ 15.00	Per 5 Feet
n. 2-inch Schedule 40 PVC screen (0.006-inch slot)	\$ 30.00	Per 10 Feet
o. 2-inch well point	\$ 10.00	Each
p. 2-inch locking well cap with lock	\$ 17.50	Each
q. 20/30 silica sand pack (50 pound bag)	\$ 4.50	Each
r. 30/65 silica sand pack (50 pound bag)	\$ 4.50	Each
s. Grout (Portland Cement, 94 pound bag)	\$ 10.00	Each
t. 8-inch Steel Drop Lid Manhole	\$ 40.00	Each
u. 8-inch Steel Bolt-Down Manhole	\$ 60.00	Each
v. Well Development for 2-inch diameter monitoring well	\$ 50.00	Per Hour
w. 2' x 2' concrete pad	\$ 75.00	Each
x. Aluminum Stick-up Cover for Well Heads	\$ 125.00	Each
y. Double Ring infiltration Tests (DRIT) (Max Depth 3 Feet)	\$ 400.00	Each

EXHIBIT A

PSI FEE SCHEDULE – 2009 Pinellas County Public Works Professional Engineering General Contract Environmental and Geotechnical Services

A. PROFESSIONAL SERVICES

Chief Engineer / Scientist (P.G. / P.E.)	\$145.00 per hour
Principal Consultant (P.G. / P.E. / CHMM)	130.00 per hour
Certified Industrial Hygienist (C.I.H.)	130.00 per hour
Project Manager / Sr. Engineer (P.E.) / Sr. Geologist (P.G.)	110.00 per hour
Senior Scientist / Geologist / Engineer / Biologist	100.00 per hour
Project Scientist / Geologist / Engineer / Biologist	85.00 per hour
Construction Supervisor	85.00 per hour
Construction Foreman	75.00 per hour
Staff Scientist / Geologist / Engineer / Biologist	75.00 per hour
Environmental Specialist / Industrial Hygienist Technician	65.00 per hour
Senior Technician / Equipment Operator	55.00 per hour
Engineering Technician	50.00 per hour

B. SUPPORT SERVICES

GIS Specialist	\$75.00 per hour
AutoCADD Drafting	65.00 per hour
Administrative Assistant	55.00 per hour
Clerical	45.00 per hour

C. TRAVEL

Field Support Vehicle (4x4 truck, van, etc.)	\$100.00 per day
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Travel time will be charged at applicable hourly rates and commercial travel will be billed at cost plus 10%, if necessary and pre-approved.

D. ENVIRONMENTAL FIELD EQUIPMENT AND SUPPLIES

Organic Vapor Analyzer (OVA)	\$160.00 per day
Multi-Gas Monitor (LEL)	115.00 per day
Groundwater Parameter Meters	90.00 per day
Data Logger / Pressure Transducer	350.00 per day
Generator (5 KW)	100.00 per day
Generator (10 KW)	150.00 per day
Sediment Coring Equipment	150.00 per day



Metal Detector.....	45.00 per day
Vibracore Sampler.....	250.00 per day
Pump – Development / Centrifugal.....	55.00 per day
Pump – Peristaltic.....	50.00 per day
Pump – Submersible (2-inch well).....	100.00 per day
Trash Pump (2-inch).....	75.00 per day
Soil Sampling Kit.....	250.00 per day
Monitor Well Installation Kit.....	265.00 per day
Hydrogeology Evaluation Kit.....	275.00 per day
Shallow Groundwater Sampling Kit.....	250.00 per day
Deep Groundwater Sampling Kit.....	295.00 per day
Decontamination Kit.....	55.00 per day
Surveying Equipment.....	75.00 per day
Coring Drill.....	125.00 per day
Water Level Indicator / Interface Probe.....	25.00 per day
Digital Camera.....	25.00 per day
In-Line Filters.....	48.00 each
16 oz. Sample Jars with Lids, 24/case.....	30.00 per case
Portable Remediation Unit (50 gpm w/ air stripping unit and 3 hp SVE blower).....	300.00 per day
Portable Remediation Unit (75 gpm w/ air stripping unit and SVE/AS).....	400.00 per day
Granular Activated Carbon Cells, 1,800 pound capacity (each).....	600.00 per week
Granular Activated Carbon Cells, 600 pound capacity (each).....	350.00 per week
Backhoe with Operator.....	1,050.00 per day
Handheld GPS Unit (+/- three meter accuracy).....	80.00 per day
Barge / Boat Sampling Platform (8 x 8 ft).....	175.00 per day
John Boat/Canoe.....	100.00 per day
Pontoon Boat, 20 ft.....	500.00 per day
Air Boat.....	1,700.00 per day
Personal Protective Equipment (modified Level D), per man.....	25.00 per day
Personal Protective Equipment (Level C), per man.....	100.00 per day
Personal Protective Equipment (Level B), per man.....	150.00 per day
SCUBA Gear, per man.....	125.00 per day

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

PLM – bulk samples (>48 hr. turn around).....	\$22.00 each
Point Count Analysis.....	65.00 each
PCM – air samples (>48 hr. turn around).....	20.00 each
TEM – air samples (>48 hr. turn around).....	125.00 each
Air Monitoring (8-hour shift), per man.....	550.00 per day
Air Monitoring (12-hour shift), per man.....	800.00 per day
Air Quality Sampling Kit.....	175.00 per day
Ambient Air Samples (non-viable).....	75.00 each
Ambient Air Sample (viable).....	75.00 each
Wall Cavity Samples (non-viable).....	85.00 each
Tape/Lift Sample (non-viable).....	75.00 each
Swab Sample.....	75.00 each
Live Capture Traps (funnel and bucket).....	17.00 each
Culturable Fungi Identification and Enumeration.....	75.00 each
Total Fungal Spore Count.....	70.00 each



Temperature/Relative Humidity Data Logger.....	25.00 per day
Endotoxin Analysis	115.00 each
Culturable Bacteria Identification and Enumeration.....	140.00 each
Allergen Evaluation (cat, dog, cockroach, etc., per species).....	55.00 each
Allergen Evaluation (dust mite)	100.00 each
Total Volatile Organic Scan (TO-15, 10 day turn-around)	455.00 each
Aldehyde Scan.....	270.00 each
Formaldehyde.....	115.00 each
X-ray Fluorescence (XRF) equipment (lead-based paint).....	250.00 per day
Lead in Air Sample	35.00 each
Lead Bulk/Chip Sample	25.00 each
Lead Wipe Sample	25.00 each
Lead TCLP Sample	175.00 each
Particulate Dust (silica)	125.00 each
Ultra-Fine Particle Counter	250.00 per day
Ozone Meter	125.00 per day
Bioaerosol Monitor	135.00 per day
Single Stage Microbial Sampler.....	85.00 per day
Personal Sampling Pumps.....	85.00 per day
Drager Tube Pump	65.00 per day
Drager Tubes.....	19.00 each
Biotest Agar Strips	7.50 each
Moisture Meter.....	50.00 per day
Noise Dosimeter.....	50.00 per day
Mercury Vapor Analyzer.....	150.00 per day
EPA 18 (air)	175.00 each
pH	10.00 each
Flashpoint.....	42.00 each
TOX (EPA 450.1)	125.00 each
Hardness as CaCO ₃ (EPA 130.2)	68.00 each
Nitrogen (nitrate or nitrite).....	25.00 each
TKN.....	33.00 each
Ortho-phosphate.....	19.00 each
Total phosphate	54.00 each
TSS.....	18.00 each
TDS	18.00 each
Sulfate	22.00 each
Total Sulfide.....	25.00 each
Turbidity.....	17.00 each
Metals, individual (ICP/200.7/6010).....	22.00 each
Mercury (7470/7471)	38.00 each
Hexavalent Chromium (7196/7197).....	65.00 each
Metals, RCRA 8	160.00 each
Metals, RCRA 4	75.00 each
Metals, 13 Priority Pollutants.....	260.00 each
Metals, 23 Target Analyte List.....	445.00 each
Semi-Volatile Organic Compounds (EPA 8270; TCL list).....	315.00 each
Polynuclear Aromatic Hydrocarbons (EPA 8270 or 8310).....	135.00 each
Volatile Organic Aromatics (BTEX + MTBE).....	80.00 each
Volatile Organic Halocarbons (VOH or solvents)	95.00 each
Volatile Organic Compounds (EPA 8260; VOA + VOH)	125.00 each



Volatile Organic Compounds (EPA 8260; TCL list)	225.00 each
BTEX, MTBE, Naphthalene	95.00 each
EDB	75.00 each
Organochlorine Pesticides (EPA 8081)	130.00 each
Organophosphorus Pesticides (EPA 8141)	160.00 each
Triazine Pesticides (EPA 8270)	160.00 each
PCB's (EPA 8082)	95.00 each
Herbicides (EPA 8151)	190.00 each
FL-PRO	115.00 each
Full TCLP	860.00 each
Individual TCLP/SPLP Extraction Fee (standard or ZHE)	65.00 each
TCLP/SPLP Metals (RCRA 8)	160.00 each
TCLP/SPLP Volatiles (EPA 8260)	200.00 each
TCLP/SPLP Semi-Volatiles (EPA 8270; BNA only)	250.00 each
TCLP/SPLP Pesticides (EPA 8081)	130.00 each
TCLP/SPLP Herbicides (EPA 8151)	135.00 each
Ignitability	45.00 each
Reactivity (Total Cyanide and Sulfide)	95.00 each
Corrosivity (pH)	35.00 each
Pre-burn (VOH, FL-PRO, 4 metals)	260.00 each
Full Priority Pollutant List (excluding asbestos, dioxins, furans)	900.00 each
Ellutiate Test Prep Fee	525.00 each

F. ENVIRONMENTAL DRILLING SERVICES

Mobilization	\$150.00 per event
Geoprobe (or equivalent) Drilling Rig (2-man crew)	1,800.00 per day
Well Permit	65.00 each
Shallow Monitor Well (1/2, 3/4, or 1-inch diameter, 15 ft ±)	225.00 each
Monitor Well Pad and Completion (flush-mounted)	175.00 each
Well Completion with 4-inch Protective Steel Casing (above-grade) and Pad	195.00 each
Well Abandonment (≤2-inch diameter)	10.00 per foot
55-gallon Steel Drum	60.00 each
Well Development/Decontamination (2-man crew)	140.00 per hour
Permitting and Well Completion Report Processing	65.00 per hour

G. GEOTECHNICAL FIELD EXPLORATION

Manual Hand Auger Borings	\$50.00 per hour
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Truck-Mounted Drill Rig:

- Mobilization	350.00 per project
- Power Auger Borings	9.00 per linear foot (L.F.)
Standard Penetration Test (SPT) Borings	
- (0 - 50' Depths)	10.25 per L.F.
- (50 - 100' Depths)	14.00 per L.F.
- (100 - 150' Depths)	22.50 per L.F.
Rock Coring	



- (0 - 50' Depths).....	37.00 per L.F.
- (50 - 100' Depths).....	42.00 per L.F.
- (100 - 150' Depths).....	52.00 per L.F.
Casing Installation	
- (0 - 50' Depths).....	6.00 per L.F.
- (50 - 100' Depths).....	8.00 per L.F.
- (100 - 150' Depths).....	10.00 per L.F.
Seal Boreholes with Cement / Bentonite	
- (0 - 50' Depths).....	4.00 per L.F.
- (50 - 100' Depths).....	5.00 per L.F.
- (100 - 150' Depths).....	7.00 per L.F.
Extra Split Spoon Samples	
- (0 - 50' Depths).....	30.00 each
- (50 - 100' Depths).....	40.00 each
- (100 - 150' Depths).....	75.00 each
Well Installation, Piezometer, Observation Well (2-inch diameter)	
- (0 - 25' Depths).....	37.00 per L.F.
- (25 - 50' Depths).....	45.00 per L.F.

All-Terrain Vehicle / Track Mounted Drilling Rig:

- Mobilization.....	500.00 per project
- Power Auger Borings.....	10.50 per L.F.
Standard Penetration Test (SPT) Borings	
- (0 - 50' Depths).....	12.50 per L.F.
- (50 - 100' Depths).....	15.00 per L.F.
- (100 - 150' Depths).....	16.00 per L.F.
Rock Coring	
- (0 - 50' Depths).....	40.00 per L.F.
- (50 - 100' Depths).....	45.00 per L.F.
- (100 - 150' Depths).....	55.00 per L.F.
Install Casing	
- (0 - 50' Depths).....	7.00 per L.F.
- (50 - 100' Depths).....	9.00 per L.F.
- (100 - 150' Depths).....	11.00 per L.F.
Seal Boreholes with Cement/Bentonite	
- (0 - 50' Depths).....	4.50 per L.F.
- (50 - 100' Depths).....	5.55 per L.F.
- (100 - 150' Depths).....	8.00 per L.F.
Extra Split Spoon Samples	
- (0 - 50' Depths).....	35.00 each
- (50 - 100' Depths).....	45.00 each
- (100 - 150' Depths).....	80.00 each

Barge Mounted Drilling Rig:

- Mobilization.....	10,000.00 per project
- Safety Boat.....	400.00 per day
Standard Penetration Test (SPT) borings	
- (0 - 50' Depths).....	15.00 per L.F.
- (50 - 100' Depths).....	20.00 per L.F.
- (100 - 150' Depths).....	35.00 per L.F.
Rock Coring	



- (0 - 50' Depths).....	50.00 per L.F.
- (50 - 100' Depths).....	60.00 per L.F.
- (100 - 150' Depths).....	75.00 per L.F.
Install Casing	
- (0 - 50' Depths).....	9.00 per L.F.
- (50 - 100' Depths).....	11.00 per L.F.
- (100 - 150' Depths).....	12.50 per L.F.
Seal Boreholes with Cement/Bentonite	
- (0 - 50' Depths).....	6.00 per L.F.
- (50 - 100' Depths).....	7.30 per L.F.
- (100 - 150' Depths).....	10.65 per L.F.
Extra Split Spoon Samples	
- (0 - 50' Depths).....	46.00 each
- (50 - 100' Depths).....	63.00 each
- (100 - 150' Depths).....	114.00 each

H. OTHER GEOTECHNICAL

Clear / Develop Wells - Drill Crew Time	\$140.00 per hour
Muck Survey (2-Man Crew)	750.00 per day
Flagman & Barricades (2-Man Crew).....	750.00 per day
Undisturbed Shelby Samples	
- (0 - 50' Depths).....	145.00 each
- (50 - 100' Depths).....	185.00 each
Double Ring Infiltration Test	425.00 per test
Field Borehole Permeability Test.....	425.00 per test
Ground Penetrating Radar Survey.....	2,350.00 per day
Pavement Cores (3 Cores per Set).....	350.00 per set
Well Finish - 4" Protective Steel Casing (above-grade) with 18" Square Pad.....	175.00 each
Ground Penetrating Radar	2,400 per day
PDA Mobilization	600.00 per day
PDA Operator.....	1,000.00 per day
WEAP Analysis.....	400.00 each
CAPWAP Analysis	450.00 each

I. GEOTECHNICAL SOIL TESTING

Identification and Classification:

Natural Moisture Content, ASTM D-2216.....	\$8.50 each
Unit Weight and Moisture Content from Undisturbed Sample.....	33.00 each
Liquid and Plastic Limit ASTM D-423 and D-424.....	78.00 each
Specific Gravity.....	45.00 each
Grain Size Determinations	
- Full Sieve	67.00 each
- Wash through # 200	44.00 each
- Hydrometer Analysis	460.00 each
Organic Content	35.00 each
Soil Corrosivity Index - FDOT	185.00 each



Consolidation:

Consolidation Test of Undisturbed Sample, including loading to
Over-burden Pressure, Unloading and Reloading400.00 each

Shear Strength:

Unconfined compression test on Shelby Tube Sample160.00 each
Triaxial Compression - CU/point.....400.00 each
Triaxial Compression Test - UU/point.....400.00 each
Unconfined Compression Test Rock Sample.....150.00 each
Split Tensile Test.....47.00 each

Laboratory Permeability:

On Undisturbed Shelby Tube320.00 each
On Re-Molded Sample.....375.00 each

Compaction and Stabilization:

Standard or Modified Proctor on soil (AASHTO T-99 or T-180, 4" mold).....85.00 each
Modified Proctor on Limerock (AASHTO T-180, 6" mold)85.00 each
Laboratory LBR or CBR including Modified Proctor290.00 each

J. SUBCONTRACTORS

Subcontractor Administrative Mark-Up.....Cost + 10%

NOTES:

1. The above unit rates are based on an eight hour day, Monday through Friday. Hours in excess of 8-hours per day or work performed on weekends will be billed at 1.5 times the normal rate. Personnel rates are billed on a portal to portal basis.
2. The above hourly unit rates will be billed in 0.5-hour increments.
3. Actual items will be billed if requested or required during field exploration.
4. Direct-push (Geoprobe or equivalent) daily rate does not include difficult access, interior drilling, off-shore or barge-mounted drilling.
5. Maximum depth for direct-push depends on site conditions and is generally less than 60 feet.
6. Other services not listed will be quoted on a per project basis and approved by the Pinellas County Project Manager or designated contact.
7. A minimum charge of 4 hours applies to field testing and observation services.
8. Scheduling or cancellation of field testing and observation services is required at least 2 working days in advance of the date the services are to be performed. Services cancelled without advance notice will be subject to a minimum charge of 4 hours at the corresponding labor category.

EXHIBIT A - SCHEDULE OF PRICES
Pinellas County Public Works
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Submitted: April 24, 2009
Williams Earth Sciences, Inc.

4/24/2009

09.00.01	Chief Engineer	Hour	\$170.00
09.00.02	Senior Project Engineer	Hour	\$150.00
09.00.04	Project Manager	Hour	\$160.00
09.00.05	Project Engineer	Hour	\$116.00
09.00.06	Engineering Intern	Hour	\$84.00
09.00.07	Senior Engineering Technician	Hour	\$80.00
09.00.08	Engineering Technician	Hour	\$57.00
09.00.09	Cadd/Computer Technician	Hour	\$69.00
09.00.10	Secretary/Clerical	Hour	\$52.00
Field Equipment Mobilization/Usage			
09.01.01	Truck/ATV/Track Rig	Mob	\$625.00
09.01.02	CPT Rig	Mob	\$560.00
09.01.03	Pavement Coring Rig	Mob	\$400.00
09.01.06	Mini-Barge (Pontoon)	Mob	\$425.00
09.01.07	Barge and Workboat (16'x40' quadtoon)	Mob	TBN
09.01.07	Jon Boat	Day	\$63.00
09.01.08	Tripod Rig	Mob	\$380.00
09.01.11	Drill Crew Support Vehicle	Day	\$55.00
09.23.02	Mini-Barge (Pontoon) Utilization	Day	\$450.00
09.23.03	Barge and Work Boat Utilization	Day	TBN
09.23.04	Crane Rental	Day	TBN
09.30.03	Down-Hole Video Camera (includes DVD)	Day	\$103.00
Standard Penetration Test (SPT) 3" Centers Land Borings with All Rig Types			
09.02.01a	0 - 50 feet	Feet	\$12.80
09.02.01b	50 - 100 feet	Feet	\$16.75
09.02.01c	100 - 150 feet	Feet	\$27.00
09.02.01d	150 - 200 feet	Feet	\$34.00
Standard Penetration Test (SPT) 3" Centers Water Borings with Rig on Barge			
09.02.02a	0 - 50 feet	Feet	\$18.00
09.02.02b	50 - 100 feet	Feet	\$24.00
09.02.02c	100 - 150 feet	Feet	\$42.00
09.02.02d	150 - 200 feet	Feet	\$57.00
Diamond Rock Coring - Land (4 1/2" Diameter Double Barrel)			
09.03.01a	0 - 50 feet	Feet	\$47.00
09.03.01b	50 - 100 feet	Feet	\$61.00
09.03.01c	100 - 150 feet	Feet	\$74.00

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09.03.01d	150 - 200 feet	Feet	\$99.00
Diamond Rock Coring - Water (4-Inch Diameter Double Barrel)			
09.03.02a	0 - 50 feet	Feet	\$71.00
09.03.02b	50 - 100 feet	Feet	\$94.00
09.03.02c	100 - 150 feet	Feet	\$117.00
09.03.02d	150 - 200 feet	Feet	\$154.00
Diamond Rock Coring - Land (NX Size Double Barrel)			
09.03.01e	0 - 50 feet	Feet	\$38.00
09.03.01f	50 - 100 feet	Feet	\$43.00
09.03.01g	100 - 150 feet	Feet	\$51.00
09.03.01h	150 - 200 feet	Feet	\$59.00
Diamond Rock Coring - Water (NX Size Double Barrel)			
09.03.02e	0 - 50 feet	Feet	\$55.00
09.03.02f	50 - 100 feet	Feet	\$68.00
09.03.02g	100 - 150 feet	Feet	\$86.00
09.03.02h	150 - 200 feet	Feet	\$107.00
Grouting Boreholes			
09.04.03	Grouting Boreholes - Land	Feet	\$5.40
09.04.04	Grouting Boreholes - Water	Feet	\$7.00
Temporary Borehole Casing			
09.05.03a	Temporary Borehole Casing - Land (4-Inch Diameter)	Feet	\$8.00
09.05.03b	Temporary Borehole Casing - Land (6-Inch Diameter)	Feet	\$13.00
09.05.04a	Temporary Borehole Casing - Water (4-Inch Diameter)	Feet	\$13.00
09.05.04b	Temporary Borehole Casing - Water (6-Inch Diameter)	Feet	\$18.00
Static Cone Penetration Tests			
09.06.01a	CPT - Friction Cone	Feet	\$11.50
09.06.01b	CPT - Piezocone	Feet	\$11.50
Miscellaneous			
09.07.01	Auger Boring (ASTM D-1452)	Feet	\$11.50
09.08.01	Constant Head Borehole Permeability Test	Test	\$285.00
09.08.02	Falling Head Borehole Permeability Test	Test	\$285.00
09.11.01	Shelby Tube Sample (Land Boring)	Sample	\$100.00
09.11.02	Shelby Tube Sample (Water Boring)	Sample	\$150.00
09.13.01	Double Ring Infiltrometer Test	Test	\$445.00
09.14.01	Field Vane Test	Test	\$360.00
09.15.01	Piezometer Installation 2" 0-50 ft	Feet	\$43.00

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09.16.01	Grouted Monitor Well 2" O-50 ft	Feet	\$47.00
09.17.01	Locking Cover (riser or flush mount)	Each	\$190.00
09.18.01	Plugging/Sealing Existing Water Wells - Labor and Equipment	Crew Hr	\$158.00
09.19.01	Plugging/Sealing Existing Water Wells - Materials	Bag	\$12.00
09.21.01	Obtain Asphalt Pavement Cores	Core	\$74.00
09.21.02	Obtain Concrete Pavement Cores	Core	\$85.00
09.22.01	Drill Crews - Stand By Time	Hour	\$158.00
09.23.01a	Difficult Access/Miscellaneous Drill Services-Land	Crew Hr	\$178.00
09.23.01b	Difficult Access/Miscellaneous Drill Services-Water	Crew Hr	\$250.00
09.23.02	Drilling, without Sampling	Feet	\$11.50
Traffic Sign/MOT			
09.09.01a	Stage 1 (Includes necessary signs, barricades & cones)	Day	\$265.00
09.09.01b	Stage 2 (Includes Stage 1 and 2 man crew with support vehicle/arrow panel, warning sign)	Day	\$1,320.00
09.09.01c	Stage 3 (Includes Stage 1 and 2 man crew and TMA)	Day	\$2,120.00
09.09.02	Support Vehicle (incl. Operator, Arrow Panel, Warning Sign, and Truck Mount Attenuator)	Day	\$1,590.00
09.09.03	Work vehicle with flashing beacon and operator.	Day	\$440.00
09.09.04	MOT Flagger (ATSA L1 Certification)	Hour	\$45.00
09.09.05	MOT Supervisor (ATSA L2 Certification)	Hour	\$88.00
09.09.06	Off-Duty Law Officer (w/ Marked Vehicle)	Hour	\$58.00

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4/24/2009

Laboratory Testing			
10.01.01	Natural Moisture Content of Soil Sample	Test	\$9.00
10.02.01	AASHTO T88 Particle size analysis of soils (mechanical analysis only).	Test	\$77.00
10.03.01	FM 1-T-011 Total amount of materials finer than the No. 200 sieve in aggregate.	Test	\$33.00
10.04.01	AASHTO T88 Particle size analysis of soils (hydrometer and mechanical analysis).	Test	\$104.00
10.05.01	AASHTO T267 Determination of organic content by ignition loss.	Test	\$46.00
10.06.01	AASHTO T90 Plastic limit and plasticity index of soils.	Test	\$46.00
10.07.01	AASHTO T89 Liquid limit of soils.	Test	\$46.00
10.09.01	One-Dimension Consolidation Test (with one unload/reload cycle and C-alpha calculation)	Test	\$510.00
10.09.02	Additional Unload/Reload Cycle for Consolidation Test	Cycle	\$70.00
10.10.01	Permeability Test with Constant Gradient in Triaxial Cell	Test	\$380.00
10.10.02	Constant Head Permeability Test	Test	\$250.00
10.11.01	Corrosive series: pH, resistivity, chloride, and sulfate of soil/water.	Test	\$157.00
10.11.02	FM 5-556 Chloride in retaining wall backfill soil.	Test	\$42.00
10.11.03	FM 5-550 Determining pH of soil and water.	Test	\$35.00
10.11.04	FM 5-551 Determining resistivity of soil and water.	Test	\$40.00
10.11.05	FM 5-552 Determining chloride in soil and water.	Test	\$40.00
10.11.06	FM 5-553 Determining sulfate in soil and water.	Test	\$40.00
10.12.01	Unconsolidated - Undrained Triaxial Test (1 cell pressure) on Cohesive Soil (FM 1-T296)	Test	\$196.00
10.12.02	Consolidated - Undrained Triaxial Test (1 cell pressure) on Cohesive Soil (FM 1-T297)	Test	\$196.00
10.12.03	Consolidated - Drained Triaxial Test (1 cell pressure) on Soil Sample	Test	\$196.00
10.13.01	Unconfined Compression Test on Cohesive Soil Sample	Test	\$70.00
10.13.02	Compressive Strength of Rock Cores (ASTM D2938-79) in accordance w/ ASTM E-122.	Test	\$152.00
10.14.01	Limerock Bearing Ratio Test (5 points)	Test	\$360.00
10.15.01	Torvane Tests on Undisturbed Sample	Test	\$8.00
10.15.01	AASHTO T100 Specific gravity of soils.	Test	\$65.00
10.16.01	Direct Shear Test (Consolidated-drained test at 3 confining pressures). (FM 1-T236)	Test	\$444.00
10.20.01	Splitting Tensile Strength of Rock Cores (ASTM D3987-86) in accordance w/ ASTM E-122.	Test	\$107.00
10.21.03	Extraction and Logging of Undisturbed Sample	Sample	\$36.00
10.21.04	Preparation of Remolded Sample	Sample	\$80.00
10.22.01	FM 5-583 Determination of asphalt content by ignition.	Test	\$150.00
10.23.01	FM 1-T030 Mechanical analysis of extracted aggregate.	Test	\$48.00
10.25.01	AASHTO T99 Moisture-Density (Standard)	Test	\$92.00
10.25.02	FM 5-521 Moisture-Density (Modified)	Test	\$92.00



S&ME LABORATORY FEE SCHEDULE 2009

Parameter	Method	Price
Volatiles		
TCL Volatile Organics	8260/624	93.50
Volatile Organics MBTEX only	8260/624	55.00
Volatile Organics VOH only	8260/624	66.00
Terracore 5035 kit	8260	11.00
Semi-volatiles		
TCL Base neutral/acid extractables	8270/625	242.00
Low Level PAHs by Mass-spec	8270	93.50
Petroleum Hydrocarbons		
Petroleum Range Organics	FL-PRO	66.00
Pests/PCBs/Herbicides		
EDB & DBCP	504/8011	55.00
Organochlorine Pesticides	8081/608	121.00
PCBs	8082	77.00
Organophosphorus Pesticides	8141	165.00
Organochlorine Herbicides	8151	154.00
Metals		
RCRA 8 Metals	6010/200.7	82.50
RCRA 4 Metals	6010/200.7	44.00
Priority Pollutant Metals (13)	6010/200.7/7470	132.00
TAL Metals (23)	6010/200.7/7470	198.00
Mercury	245.1/7470/7471	33.00
Single Metal (liquid)	6010/200.7	16.50
Single Metal (solid)	6010	22.00
Inorganic Parameters		
Chloride	325.2	22.00
Fluoride	SM4500F-C	22.00
Sulfate	375.4	22.00
Nitrate	353.2	22.00
Nitrite	353.2	22.00
Orthophosphate	365.2	22.00
F, Cl, Br, & SO ₄	300.0	66.00
Total Phosphate	365.2	33.00
Sulfide	376.1	27.50
TOC	415.1	33.00
Cyanide	335.2/9014	38.50
TKN	351.3	38.50
TSS	160.2	16.50
TDS	160.1	16.50
Ammonia	350.3	22.00
Un-ionized Ammonia	FL-DEP	22.00
BOD	405.1	38.50
COD	SM5220C	22.00
O&G	1664	38.50
Turbidity	180.1	11.00
pH	150.1	11.00
Conductivity	120.1	11.00
% moisture for Dry Weight	EPA 160.3	11.00
Turn Around Time Multiplier		
Same Day (if available) = X 3		
1-2 Day = X 2		
3-4 Days = X 1.5		

S&ME - Equipment Rates

Item Number	Description	Rate	Unit
1	One Person Mob/Demob (Truck, mileage, and drive time)	\$275.00	Ea
2	Two Person Mob/Demob (Truck, mileage, and drive time)	\$350.00	Ea
3	Multimeter (pH, DO, Temp, Cond)	\$75.00	Day
4	Turbidity Meter	\$30.00	Day
5	Dissolved oxygen meter	\$30.50	Day
6	FID (OVA)	\$107.50	Day
7	Digital Decibel Meter	\$25.00	Day
8	Oil/Water Interface Probe	\$34.25	Day
9	Water Level Indicator	\$10.50	Day
10	Air Flow Meter	\$35.00	Day
11	Vacuum Gauges	\$10.00	Day
12	GPS	\$50.00	Day
13	Data logger with transducers	\$134.40	Day
14	Core Drill with 4" bit	\$120.00	Day
15	Double ring infiltrometer	\$60.00	Day
16	Hand Auger	\$9.00	Day
17	Metal Detector	\$25.00	Day
18	Bladder combination Pump	\$45.46	Day
19	Centrifugal Pump	\$23.00	Day
20	Gas Powered Centrifugal Pump	\$27.90	Day
21	Peristaltic Pump	\$27.90	Day
22	Submersible Pump (2 inch)	\$175.00	Day
23	Submersible Pump (4 inch)	\$175.00	Day
24	Trash Pump (3-inch or 4-inch)	\$31.85	Day
25	Peristaltic PE Tubing	\$0.20	Ft
26	Peristaltic Silicon Tubing	\$2.00	Ft
27	Submersible PE Tubing	\$0.20	Ft
28	PID (HNU)	\$70.00	Day
29	Safety Equipment Level C	\$93.50	Day
30	Polycoated tyvek, cart. (GMC-H), Hayco booties, surgical gloves, nitril gloves, duct tape, full face respirator		
31	Safety Equipment Level D	\$35.00	Day
32	Tyvek, Hayco booties, outer gloves, surgical gloves		
33	Safety Equipment, Modified Level D	\$11.50	Day
34	Consumables	\$25.00	Day
35	Per Diem	\$30.00	Day
36	Survey Equipment (set)	\$37.00	Day
37	Measuring tape/Wheel	\$10.00	Day
38	Teflon Bailer	\$6.00	Ea
39	Volt and Amp meter	\$10.00	Day
40	Vehicle (additional days)	\$75.00	Day
42	Padlock	\$12.00	Ea
43	2" Well Cap	\$15.00	Ea
44	4" Well Cap	\$20.00	Ea
45	Hammer Drill	\$25.00	Day
46	Drill	\$10.00	Day
47	Skill Saw	\$10.00	Day
48	Sabre Saw	\$10.00	Day
49	Battery Charger	\$10.00	Day
50	Generator 5 kw	\$46.00	Day
51	Air Compressor	\$75.00	Day
52	Wheelbarrow	\$10.00	Day
53	Slug Test Kit	\$25.00	Day
54	Emergency Spill Kit	\$250.00	Ea
55	Wetland Kit (soil probe, flag, mudsch)	\$25.00	Day
56	Tortoise Kit (shovel, 5 gal bucket, flag)	\$25.00	Day
57	Hip Chain	\$10.00	Day
58	Digital Camera	\$10.00	Day

S&ME - Labor Classifications and Rates

Classification	Description	Rate	Unit
P7	Technical Pricipal	\$165.00	hr
P6	Contract Manager	\$140.00	hr
P5	Sr Proj. Mgr/PE, PG	\$125.00	hr
P4	Proj. Mgr	\$115.00	hr
P3	Hydro/Geo/Sci/Engr	\$90.00	hr
P2	Hydro/Geo/Sci/Engr	\$75.00	hr
P1	Jr. Hydro/Geo/Sci/Engr	\$60.00	hr
T3	Env. Technician	\$55.00	hr
T2	Env. Technician	\$50.00	hr
T1	Env. Technician	\$45.00	hr
A1	Admin. Support	\$35.00	hr
C1	Drafting/CADD Oper.	\$45.00	hr

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

Description	Unit	2009 Unit Price
URS Corporation Southern		
Professional Services		
Project Principal	Hour	\$195.00
Project Manager	Hour	\$155.00
Task Leader - Engineer / Scientist	Hour	\$155.00
Senior Geotechnical Engineer	Hour	\$145.00
Geotechnical Engineer	Hour	\$95.00
Senior Environmental Scientist	Hour	\$135.00
Environmental Scientist	Hour	\$80.00
Senior Environmental Engineer	Hour	\$145.00
Environmental Engineer	Hour	\$95.00
Senior Geologist	Hour	\$110.00
Geologist	Hour	\$75.00
Senior Remediation Engineer	Hour	\$145.00
Remediation Engineer	Hour	\$95.00
Technician	Hour	\$70.00
CADD Support	Hour	\$70.00
Clerical Support	Hour	\$55.00
Laboratory Testing Services		
Consolidation Testing	Each	\$507.00
Triaxial Test (UU)	Each	\$113.00
Triaxial Test (CU)	Each	\$115.00
Triaxial Test (CD)	Each	\$596.00
Standard Triaxial Permeability	Each	\$250.00
Constant Head Permeability	Each	\$214.00
Equipment		
Pile Driving Analyzer (PDA) - Mobilization	Each	\$350.00
Pile Driving Analyzer (PDA) - Equipment	Day	\$580.00
Pile Integrity Tester (PIT) - Equipment	Day	\$350.00
Vibration Monitoring Equipment	Day	\$150.00
Hermit Datalogger, 2-Channel	Day	\$107.00
In-situ Pressure Transducers, 20 psi	Day	\$46.00
Four-Wheel Drive Truck	Day	\$60.00
Miscellaneous		
Misc. Expenses (Copying, communications, supplies, disposables, etc.)		cost + 5%
Rental for Equipment Other Than That Shown Above		cost + 5%
Subcontractor Handling Charge		5.0%
Annual Fee Schedule Increase Effective Jan. 1 of Each Contract Year		3.0%

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

Description		Unit	2009 Unit Price
Ambient Technologies, Inc.			
Geotechnical Field Services			
Drill Rig Mobilization		Each	\$450.00
(1) SPT Drilling - 5' Centers :	0' - 50'	Foot	\$10.00
	50' - 100'	Foot	\$14.00
	100' - 150'	Foot	\$17.25
Additional SPT Samples :	0' - 50'	Each	\$26.00
	50' - 75'	Each	\$47.50
	75' - 100'	Each	\$56.75
Shelby Tube Samples :	0' - 50'	Each	\$100.00
	50' - 75'	Each	\$180.00
	75' - 100'	Each	\$220.00
Rotary Wash Drilling (<50 blows/ft)		Foot	\$9.50
Rock Drilling (>50 blows/ft w/o sampling)		Foot	\$27.50
Rock Coring (NQ):	0' - 50'	Foot	\$38.50
	50' - 100'	Foot	\$45.00
Rock Coring (4" Diam):	0' - 50'	Foot	\$57.75
	50' - 100'	Foot	\$67.50
4-inch Steel Casing		Foot	\$5.15
6-inch Steel Casing		Foot	\$9.25
Boring Abandonment (4" - grout or bentonite)		Foot	\$8.00
Boring Abandonment (6" - grout or bentonite)		Foot	\$10.50
Test Pit Equipment Mobilization		Each	\$450.00
Test Pit Excavations		½ -Day	\$730.00
Test Pit Excavations		Day	\$1,020.00
Standby or Other Crew Services		Hour	\$155.00
Geophysical Services			
Geophysical Equipment Mobilization		Each	\$350.00
Utility Designation Services		½ -Day	\$1,050.00
Utility Designation Services		Day	\$1,400.00
Utility Designation w/ACAD / ARCVIEW Mapping		½ -Day	\$1,425.00
Utility Designation w/ACAD / ARCVIEW Mapping		Day	\$1,900.00
Vacuum Excavation (dependent on concrete coring)		½ -Day	\$1,200.00
Vacuum Excavation (dependent on concrete coring)		Day	\$1,600.00
(2) Rebar / Concrete Reinforcing Studies		½ -Day	\$1,425.00
(2) Rebar / Concrete Reinforcing Studies		Day	\$1,900.00
(3) Geological Characterization Studies		½ -Day	\$2,250.00
(3) Geological Characterization Studies		Day	\$3,000.00
Standby or Other Crew Services		Hour	\$250.00

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

Description		Unit	2009 Unit Price
Ambient Technologies, Inc. (continued)			
Environmental Field Services			
Environmental Equipment Mobilization		Each	\$350.00
(4) SPT Drilling - 5' Centers :	0' - 50'	Foot	\$10.00
	50' - 100'	Foot	\$13.00
	100' - 150'	Foot	\$17.25
1" - 2" Well Installation :	0' - 50'	Foot	\$23.25
	50' - 100'	Foot	\$25.25
	100' - 150'	Foot	\$28.00
3" - 4" Well Installation :	0' - 50'	Foot	\$30.50
	50' - 100'	Foot	\$32.75
	100' - 150'	Foot	\$36.00
Recovery Wells			
5" - 6" Well Installation :	0' - 50'	Foot	\$52.50
	50' - 100'	Foot	\$56.50
	100' - 150'	Foot	\$62.00
Double Cased Well (6" Surface Casing)		Foot	\$36.75
Double Cased Well (8" Surface Casing)		Foot	\$49.31
4" Borehole Grouting		Foot	\$6.01
6" Borehole Grouting		Foot	\$8.38
8" Borehole Grouting		Foot	\$11.46
1" - 2" Well Abandonment (including grouting)		Foot	\$5.79
3" - 4" Well Abandonment (including grouting)		Foot	\$8.19
5" - 6" Well Abandonment (including grouting)		Foot	\$10.67
2' x 2' Well Pad Removal and Patch		Each	\$81.27
(5) Direct Push Rig		½ -Day	\$1,200.00
(5) Direct Push Rig		Day	\$1,400.00
Pre-Packed Well Screen - 5' Length, 1" ID, 1.7" OD		Each	\$95.00
Slotted PVC Well Screen - 10' Length, 1" OD		Each	\$22.00
Well Riser - 10' Length, 1" OD		Each	\$18.00
DOT Approved 55 Gallon Drum		Each	\$55.00
Well Completion (incl. 30-min dev., MH w/cover, & prep)		Each	\$172.50
Standby or Other Crew Services		Hour	\$182.32

(1) Continuous SPTs for first 10', 5' intervals thereafter

(2) Depends on project type and need for 3D processing of data

(3) Depends on project type and need for 3D processing of data. Geophysical method will depend on required depth and resolution of the investigation.

(4) Can be used in conjunction with well installation. Includes decontamination.

(5) Includes expendables, tubing, points, liners, caps, plugs, grouting.

Miscellaneous

Annual Fee Schedule Increase Effective Jan. 1 of Each Contract Year	3.0%
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EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

Description		Unit	2009 Unit Price
Test Lab, Inc.			
Geotechnical Field Services			
Drill Rig Mobilization		Each	\$575.00
SPT Drilling (<50 blows/ft) :	0' - 50'	Foot	\$11.00
	50' - 75'	Foot	\$13.00
	75' - 100'	Foot	\$15.00
	100' - 150'	Foot	\$21.00
SPT Drilling (>50 blows/ft) :	0' - 50'	Foot	\$14.00
	50' - 75'	Foot	\$16.00
	75' - 100'	Foot	\$20.00
	100' - 150'	Foot	\$24.00
Auger or Wash Borings :	0' - 50'	Foot	\$9.00
	50' - 100'	Foot	\$10.50
Additional SPT Samples :	0' - 100'	Each	\$40.00
Shelby Tube Samples		Each	\$195.00
Rock Coring (1.5" diam) :	Set-Up	Boring	\$55.00
	0' - 100'	Foot	\$55.00
Temporary Casing		Foot	\$6.00
Observation Wells (up to 2" diam.)		Foot	\$25.00
Observation Wells (up to 2" diam.) in Existing Boreholes		Foot	\$15.00
Grouting of Borings or Wells		Foot	\$4.50
Double Ring Infiltrometer (DRI) Test		Each	\$675.00
Standby or Other Crew Services		Hour	\$165.00
Geotechnical Laboratory Testing Services			
Natural Moisture Content (NMC)		Each	\$40.00
Unit Weight and NMC (Undisturbed Samples)		Each	\$55.00
Atterberg Limits Including NMC		Each	\$115.00
Grain Size Analysis w/FDOT Classification		Each	\$210.00
Moisture - Density Relation :	Standard	Each	\$110.00
	Modified	Each	\$115.00
	Additional Check Points	Each	\$25.00
Permeability		Each	\$350.00
Limerock Bearing Ratio (LBR)		Each	\$435.00
Organic Content		Each	\$55.00
Florida Bearing Value (FBV)		Each	\$50.00
⁽¹⁾ Sample Pick-up (portal to portal)		Hour	\$40.00

⁽¹⁾ Applies when samples are picked up for laboratory testing at times when no other field testing is required or when time sensitive testing is needed.

Miscellaneous

Annual Fee Schedule Increase Effective Jan. 1 of Each Contract Year	3.0%
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EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

XENCO Laboratories

Environmental Laboratory Testing Services

Testing Parameters		Matrix Soil (S) Water (W) Air (A)	Standard Turnaround Time (days)	Required Turnaround Time			
				2009 Unit Price			
				Std	3-day	48-hrs	24-hrs
Most Common Parameters							
BTEX-MTBE by EPA 8260		S,W	5	\$50	\$70	\$88	\$100
FL PRO - Florida Petroleum Range Organics		S,W	5	\$67	\$93	\$117	\$133
Semi-Volatiles by EPA 8270, 625		S,W	5	\$271	\$379	\$474	\$542
PAHs by EPA 8310 or 8270		S,W	5	\$150	\$210	\$263	\$300
Volatiles							
BTEX by EPA 8260B or EPA 624		S,W	5	\$50	\$70	\$88	\$100
BTEX in Air by EPA 18		A	5	\$133	\$187	\$233	\$267
BTEX w/ Napthalene (special DEP use only) via 8260		S,W	5	\$125	\$175	\$219	\$250
EPA 18 (BTEX + GRO)		A	5	\$150	\$210	\$263	\$300
Mineral Spirits by 8015B		S,W	5	\$100	\$140	\$175	\$200
Non-Halogenated Solvents (MEK, MIBK) by EPA 8015/8260		S	5	\$117	\$163	\$204	\$233
		W	5	\$100	\$140	\$175	\$200
TPH GRO by EPA 8030/8015		S	5	\$108	\$152	\$190	\$217
		W	5	\$79	\$111	\$139	\$158
TPH GRO in AIR by EPA 18		A	5	\$63	\$88	\$109	\$125
VOHs by EPA 8260		S,W	5	\$63	\$88	\$109	\$125
VOH + VOA by EPA 8260 or 624		S,W	5	\$117	\$163	\$204	\$233
Full List Volatiles by EPA 8260, 624		S,W	5	\$175	\$245	\$306	\$350
Volatiles Library Search (TICs) with 8260 run		S,W	5	\$79	\$111	\$139	\$158
Semi-Volatiles							
FL PRO - Florida Petroleum Range Organics		S,W	5	\$67	\$93	\$117	\$133
Herbicides by EPA 8151		S,W	5	\$163	\$228	\$284	n/a
EDB by EPA 504.1		S,W	5	\$58	\$82	\$102	\$117
PAHs by EPA 8310 or 8270		S,W	5	\$150	\$210	\$263	\$300
PCBs by EPA 8082			5	\$83	\$117	\$146	\$167
Pesticides by EPA 8081 / 608		S,W	5	\$117	\$163	\$204	TBD
Pesticides by EPA 8141 ⁽²⁾		S,W	5	\$150	\$210	\$263	TBD
Semi-Volatiles by EPA 8270, 625		S,W	5	\$271	\$379	\$474	\$542
Semi-Volatiles Library Search (TICs) with 8270 run		S,W	5	\$79	\$111	\$139	\$158
TPH DRO by EPA 8015M		S	5	\$92	\$128	\$160	\$183
TPH Speciation by Massachusetts Surrogate		S,W	5	\$271	\$379	\$474	n/a
Metals							
Individual Metals by EPA 200.8 / 6020 ICP-MS		S,W	5	\$15	\$21	\$26	\$30
Metals Total 8 RCRA by EPA 6020 (ICP/MS)		S,W	5	\$92	\$128	\$160	\$183
Total 13 PP by EPA 6020 ICP-MS		S,W	5	\$150	\$210	\$263	\$300
Total 23 TAL by EPA 6020 ICP-MS		S,W	5	\$250	\$350	\$438	\$500
Bioassay - 96 Hour Multiconcentration (definitive) 2 Species (vertebrate/invertebrate)							
Freshwater or Marine ⁽²⁾		W	14 - 21	\$1,000	n/a	n/a	n/a

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

XENCO Laboratories

Environmental Laboratory Testing Services

Testing Parameters	Matrix	Standard Turnaround Time (days)	Required Turnaround Time				
	Soil (S)		2009 Unit Price				
	Water (W)		Std	3-day	48-hrs	24-hrs	
General Services and Specialty Containers Fees							
Field Sampling per hour, minimum 2 hours			\$60				
Sample Compositing	S,W		\$8	\$11	\$14	\$16	
Encore Samplers (each)	S		\$9				
Tedlar Bags	A		\$10				
Puff Cartridges for TO9 Dioxins	A		\$40				
Puff Cartridges for TO13	A		\$45				
1.0 micron in-line high flow filter			\$20				
Elutriate extration testing/per sample	S	5	\$50				
Wet / Classical Chemistry							
Acidity by EPA 305.1	W	5	\$21	\$29	\$36	\$42	
Alkalinity (CaCO3) by EPA 310.1	S,W	5	\$21	\$29	\$36	\$42	
Ammonia by EPA 350.1	W	5	\$29	\$41	\$51	\$58	
Anions Each by EPA 300.0 (Br, Cl, F, SO4)	W	5	\$21	\$29	\$36	\$42	
Anions Each by EPA 300.0 (Nitrate, Nitrite, Phosphate)	W	5	\$21	\$29	\$36	\$42	
Bicarbonate by EPA 310	W	5	\$21	\$29	\$36	\$42	
BOD or cBOD by EPA 405.1	W	5	\$32	n/a	n/a	n/a	
BTU ⁽²⁾	S,W	7	\$54	n/a	n/a	n/a	
Carbon Dioxide by EPA 310.1	W	5	\$21	\$29	\$36	\$42	
Carbonate by EPA 310	W	5	\$21	\$29	\$36	\$42	
Cation Exchange Capacity by EPA 9081	W	5	\$67	\$93	\$117	\$133	
Chloride or Bromide by EPA 300	S,W	5	\$21	\$29	\$36	\$42	
Chlorine, Total Residual by EPA 330.5	W	5	\$21	\$29	\$36	\$42	
Chlorophyll A ⁽²⁾	W	14	\$79	\$119	\$158	N/A	
Chromium Hexavalent by EPA 7196	W	5	\$33	\$47	\$58	\$67	
Chromium, Trivalent (calc-must test for Cr ⁺⁶ & total Cr)	S,W	5	\$15	\$21	\$26	\$30	
COD by EPA 410.4	S,W	5	\$25	\$35	\$44	\$50	
Coliforms, Fecal by SM 9222D	W	5	\$38	\$56	\$75	N/A	
Coliforms, Total by SM 9222B	W	5	\$38	\$53	\$66	N/A	
Coliforms, Fecal Streptococcus by SM 9230C	W	5	\$38	\$53	\$66	\$75	
Color by EPA 110.2	W	5	\$15	\$21	\$26	\$30	
Conductivity by EPA 120.1	W	5	\$15	\$21	\$26	\$30	
Corrosivity, pH (RCRA) by EPA 9040 & 9045	S,W	5	\$23	\$33	\$41	\$47	
Cyanide, Amenable by EPA 9010/335.1	W	5	\$50	\$70	\$88	\$100	
Cyanide, Total by EPA 335.1 / SW846 9010	S	5	\$46	\$64	\$80	\$92	
Exchangeable Sodium Percentage by LA 29B	W	5	\$58	\$82	\$102	\$117	
Flashpoint by SW1010, (PMCC) by ASTM D-93-79	S,W	5	\$21	\$29	\$36	\$42	
Fluoride by EPA 300	W	5	\$25	\$35	\$44	\$50	
Fractional Organic Carbon by ASTM D2974	S,W	5	\$33	\$47	\$58	\$67	
Gross Alpha by EPA 900.0 ⁽²⁾	W	21	\$75	n/a	n/a	n/a	
Gross Beta by EPA 900.0 ⁽²⁾	W	21	\$75	n/a	n/a	n/a	
Hardness by EPA 130.2	W	5	\$25	\$35	\$44	\$50	
Heterotrophic Plate Count by SM907/9215	W	5	\$46	\$64	\$80	N/A	
Moisture by ASTM D2216	S	5	\$15	\$21	\$26	\$30	
Nitrogen (as Ammonia or NH3) by EPA 350.1	W	5	\$33	\$47	\$58	\$67	
Nitrogen, Total Kjeldahl (TKN) by EPA 351.2	W	5	\$40	\$56	\$70	\$80	

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

XENCO Laboratories

Environmental Laboratory Testing Services

Testing Parameters	Matrix	Standard	Required Turnaround Time				
	Soil (S)	Turnaround	2009 Unit Price				
	Water (W)	Time	Std	3-day	48-hrs	24-hrs	
Air (A)	(days)						
Wet / Classical Chemistry							
Nitrate & Nitrite by EPA 300	W	5	\$42	\$58	\$73	\$83	
Nitrogen, (Total, as N) by EPA 351 & 353	W	5	\$50	\$70	\$88	\$100	
Odor	W	5	\$25	\$35	\$44	\$50	
Oil and Grease by EPA 9071, 1664	S,W	5	\$50	\$70	\$88	\$100	
Percent Solids by SM 2216	S	5	\$17	\$23	\$29	\$33	
pH by EPA 150.1 - 9040 - 9045	S,W	5	\$13	\$18	\$22	\$25	
Phenols by EPA 420.2 / 9065	S	5	\$50	\$70	\$88	\$100	
Total Phenolics by EPA 420.1	W	5	\$46	\$64	\$80	\$92	
Radium 226 by EPA 903 ⁽²⁾	W	21	\$142	n/a	n/a	n/a	
Radium 228 by EPA 904 ⁽²⁾	W	21	\$142	n/a	n/a	n/a	
RCI by SW846 (Reactivity, Corrosivity and Ignitability)	S,W	5	\$117	\$163	\$204	TBD	
Redox Potential by ASTM 1498	W	5	\$33	\$47	\$58	\$67	
Salinity by SM 2520	W	5	\$25	\$35	\$44	\$50	
Sodium Absorption Ratio by LA 29B	W	5	\$83	\$117	\$146	\$167	
Soil Resistivity by NACE	S,W	5	\$50	\$70	\$88	\$100	
Specific Gravity ⁽²⁾	W	5	\$54	\$76	\$95	\$108	
Sulfate (SO4) by EPA 300	W	5	\$23	\$33	\$41	\$47	
Sulfide by EPA 376.1	W	5	\$40	\$56	\$70	\$80	
TDS by EPA 160.1	W	5	\$17	\$23	\$29	\$33	
TKN by EPA 351.3, 351.2	S	5	\$17	\$23	\$29	\$33	
	W	5	\$42	\$58	\$73	\$83	
TOC by Walkley Black and 415.1	S	5	\$50	\$70	\$88	\$100	
TOX by EPA 9020	S,W	5	\$70	\$98	\$123	\$140	
TOC by EPA 415.1	W	5	\$33	\$47	\$58	\$67	
Total Phosphorous by EPA 365.3	S	5	\$29	\$41	\$51	\$58	
	W	5	\$23	\$33	\$41	\$47	
Total Solids (TS) by EPA 160.3	W	5	\$17	\$23	\$29	\$33	
Total Suspended Solids (TSS) by EPA 160.2	W	5	\$17	\$23	\$29	\$33	
Total Volatile Solids (TVS) by EPA 160.4	W	5	\$17	\$23	\$29	\$33	
Turbidity by EPA 180.1	W	5	\$17	\$23	\$29	\$33	
UV-Transmittance (UV-254)	W	5	\$38	\$53	\$66	\$75	
Waste Characterization (SPLP or TCLP):		5					
RCI by SW846 (Reactivity, Corrosivity and Ignitability)	S, W	5	\$133	\$187	\$233	TBD	
Sample Preparation/Extraction (SVOAs and Metals)	S, W	5	\$67	\$93	TBD	n/a	
Sample Preparation/ZHE Extraction (Volatiles)	S, W	5	\$67	\$93	TBD	n/a	
TCLP, SPLP Volatiles ⁽⁶⁾	S, W	5	\$117	\$163	TBD	n/a	
TCLP, SPLP Semi-Volatiles, No Pesticides/Herbicides ⁽⁶⁾	S, W	5	\$296	\$414	TBD	n/a	
TCLP, SPLP Pesticides and Herb. 1311/8081-8150 ⁽⁶⁾	S, W	5	\$313	\$438	TBD	n/a	
TCLP, SPLP 8 Metals ⁽⁶⁾	S, W	5	\$142	\$198	TBD	n/a	
TCLP, SPLP Lead ⁽⁶⁾	S, W	5	\$54	\$76	TBD	n/a	
TCLP, SPLP Benzene or BTEX by EPA 8260 ⁽⁶⁾	S, W	5	\$100	\$140	TBD	n/a	
TCLP, SPLP BTEX-MTBE by EPA 8260 ⁽⁶⁾	S, W	5	\$108	\$152	TBD	n/a	
Full TCLP, SPLP Metals Semi-Volatiles and Volatiles ⁽⁶⁾	S, W	5	\$542	\$758	TBD	n/a	
Full TCLP, SPLP (Includes Pesticides and Herbicides) ⁽⁶⁾	S, W	5	\$729	\$1,021	TBD	n/a	

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

XENCO Laboratories

Environmental Laboratory Testing Services

Testing Parameters	Matrix	Standard Turnaround Time (days)	Required Turnaround Time			
	Soil (S) Water (W) Air (A)		2009 Unit Price			
			Std	3-day	48-hrs	24-hrs
FLORIDA LABORATORY PACKAGES						
40CFR §258 Appendix I Metals Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Tl, V, Zn	S,W	5	\$167	\$233	\$292	\$333
40CFR §258 Appendix I Volatiles EPA 8260 + Extended List, 8011	S,W	5	\$208	\$292	\$365	\$417
40CFR §258 Appendix II Metals and Inorganics Sb, As, Ba, Be, Cd, Cr, Co, Cu, Pb, Ni, Se, Ag, Tl, V, Zn, Hg, Sn, CN, Sulfide	S,W	5	\$250	\$350	\$438	\$500
40CFR258 Appendix II Organics - EPA 8260, 8270 (both with extended lists), 8081, 8141, 8151	S,W	5	\$646	\$904	\$1,130	\$1,292
Target Analyte List (TAL) of Inorganics & Metals Al, Sb, As, Ba, Be, Cd, Ca, Cr, Co, Cu, Fe, Mg, Mn, Hg, Ni, K, Se, Na, Tl, V, Zn, CN, Ag, Sn, Sulfide	S,W	5	\$304	\$426	\$532	\$608
Target Compound List (TCL) of Organics EPA 8260, 8270, 8081	S,W	5	\$483	\$677	\$846	\$967
EPA Lead & Copper Corrosion Control Alkalinity, Ca, Cu, Pb, Silica, pH, Conductivity, Ortho-P, Temperature	W	5	\$117	\$163	\$204	\$233
DISCOUNT PACKAGES						
Basic Fingerprint - Flashpoint, pH, % Solids, Specific Gravity, Oil & Grease, Color, Odor	S	5	\$163	\$228	\$284	\$325
Standard Incineration Profile - RCRA (8) Metals, VOA, VOH, % Solids, FL-PRO, TOX, BTU (For used oil, add PCB analysis cost for the TAT requested.)	S	5	\$396	\$554	\$693	\$792
Standard Landfill Profile -TCLP RCRA (8) Metals, VOA, VOH, Odor, Color, pH, % Solids, Flashpoint, Specific Gravity, FL-PRO	S	5	\$483	\$677	\$846	\$967
FLORIDA ADMINISTRATIVE CODE (FAC) / UST PACKAGES...						
FAC §62-770 Gas - Kerosene Anal. Group (GAG or KAG) Pb, FL-PRO, EDB, VOA, VOH, MTBE, PAH	W	5	\$279	\$391	\$489	\$558
FAC §62-770 Gas & Kerosene Anal. Group (GAG or KAG) FL-PRO, VOA, PAH	S	5	\$242	\$338	\$423	\$483
Total Toxic Organics (TTO) 624+625+608	W	5	\$425	\$595	\$744	\$850
Total Toxic Organics (TTO) 8260+ 8270+ 8081+ 8082	S,W	5	\$592	\$828	\$1,035	\$1,183
40CFR §122 Appendix D Priority Pollutants (not including asbestos) - Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn, CN, Phenols, VOC, VOC, PEST & PCBs	S,W	5	\$683	\$957	\$1,196	\$1,367
40CFR §122 Appendix D Priority Pollutant Metals (only) Sb, As, Be, Cd, Cr, Cu, Pb, Hg, Ni, Se, Ag, Tl, Zn	S	5	\$183	\$257	\$321	\$367
40CFR §62-770 Used Oil Group - As, Cd, Cr, Pb, Priority Pollutant Volatiles and Semi-Volatiles (Non-Priority Pollutant Organics > 10ppb), FL-PRO	S,W	5	\$567	\$793	\$992	\$1,133
FAC Statute 503 Sludge Analysis - % Solids, N, P, As, Cd, Cr, Cu, Pb, Hg, Mo, Ni, K, Se, Zn, pH	S	5	\$208	\$292	\$365	\$417

EXHIBIT A - SCHEDULE OF PRICES
PUBLIC WORKS PROFESSIONAL ENGINEERING FOR
ENVIRONMENTAL AND GEOTECHNICAL SERVICES

XENCO Laboratories

Environmental Laboratory Testing Services

Testing Parameters	Matrix	Standard Turnaround Time (days)	Required Turnaround Time			
	Soil (S)		2009 Unit Price			
	Water (W) Air (A)		Std	3-day	48-hrs	24-hrs
FLORIDA ADMINISTRATIVE CODE (FAC) / UST PACKAGES...						
FAC §62-775 Soil Thermal Treatment "Clean Fill" Criteria - RCRA (8) Metals, VOA+VOH via Low-Level, PAH, FL-PRO, % Solids, Total Organic Halides	S	5	\$433	\$607	\$758	\$867
FAC §62-713 Petroleum Contaminated, Pre-Treatment ("Revised Pre-Burn") - VOH, As, Cd, Cr, Pb and FL-PRO (Add fees for TOX if oil is anticipated.)	S	5	\$188	\$263	\$328	\$375
FAC §62-713 Non-Petroleum Contaminated, Pre or Post Treatment-8260, 8270, 8081, RCRA (8) Metals	S	5	\$608	\$852	\$1,065	\$1,217
FAC §62-713 Petroleum Contaminated, Post-Treatment VOA, As, Cd, Cr, Pb, PAH and FL-PRO	W	5	\$267	\$373	\$467	\$533
	S	5	\$275	\$385	\$481	\$550
FAC §62-713 Non-Virgin Pre-Burn VOH, FL-PRO, As, Cd, Cr, Pb, PCBs, TOX	W	5	\$329	\$461	\$576	\$658
	S	5	\$379	\$531	\$664	\$758
Miami-Dade County Department of Enviromental Resource Management (DERM) Clean Backfill Criteria TCLP, As, Ba, Cd, Cr, Pb, Hg, Se, Ag, Ni and Cu, VOA+VOH via Low-Level, PAH, FL-PRO, Oil & Grease	S	5	\$467	\$653	\$817	\$933
Rinker™ Pre-Burn Parameters RCRA (8) Metals, VOA, VOH, FL-PRO, TOX	S	5	\$325	\$455	\$569	\$650
Rinker™ Pre-Burn Parameters, Non-Virgin Soils RCRA (8) Metals, VOA, VOH, FL-PRO, TOX, PCB	S	5	\$375	\$525	\$656	\$750
Magnum/TPS™ Pre-Burn Parameters RCRA (8) Metals, VOA, VOH, FL-PRO	S	5	\$333	\$467	\$583	\$667
Magnum/TPS™ Pre-Burn Parameters, Non Virgin Soil RCRA (8) Metals, VOA, VOH, FL-PRO,PCB, TOX and Sulfide	S	5	\$392	\$548	\$685	\$783
40CFR §266.40 Waste Oil Energy Recovery Profile (FL) As, Cd, Cr, Pb, Hg, Flashpoint, TOX, pH	S	5	\$167	\$233	\$292	\$333

Miscellaneous

Annual Fee Schedule Increase Effective Jan. 1 of Each Contract Year

3.0%

February 21, 2012

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Consultant Services for Professional Engineering for Environmental and Geotechnical Services

PROPOSAL NUMBER: 112-0143-CN(AM)

PROPOSAL SUBMITTAL IS DUE: March 8, 2012

ADDENDUM NO. 2

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION 1:

I want to be sure we understand the full scope of the required scope of services. May a consultant propose to provide only certain services from the list? Or must the consultant assemble a team of sub-consultants in order to provide each and every one of the areas of expertise including geotechnical, environmental, surveying and architectural services ?

ANSWER 1:

The County basis for evaluation of CCNA Request for Proposals (RFP) is contingent on the breadth and depth of the team presented (both prime and sub consultants). The disciplines contained in the RFP document are reflective of the type of work which may be required during the performance of this engagement. Therefore, a consultant may respond to this RFP in any manner they deem appropriate taking into consideration the two sentences above.

QUESTION 2:

What types of projects were funded previously through this proposal?

ANSWER 2:

This proposal is a new RFP, and information on projects that will be funded through this RFP is not available. See the attached for a list for some types of project previously funded on the existing contract 089-0461-A due to expire in the coming months.

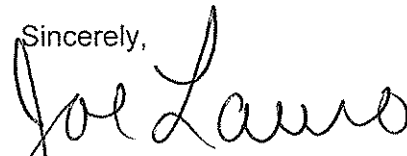
PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No.2 and return with completed proposal package.

Sincerely,



Joseph Lauro, CPPO/CPPB
Director of Purchasing

TYPE OF WORK ASSIGNMENTS ON CONTRACT 089-0461-A

1. Road Resurfacing and Rehab project
2. Keystone Rec Fields PID 1456
3. Bear Creek Dredging
4. Wilshire Drive Drainage Improvement
5. Environmental Site Assessment at Hamlin Blvd.
6. South Lake Avenue Roadway Repairs
7. Belleair Road & Keene Road Intersection Improvements
8. Tampa Road Repair Resurface and Rehab Program
9. Work assignment on Project 1948 at Ulmerton Road
10. Airport Fire Protection Improvement
11. Hamlin Blv Underdrainage work
12. Supplemental Site Assessments
13. Permit Renewal assistance
14. Engineering services to upgrade pump station 72 and 74
15. Stand by cost determination

February 24, 2012

TO: ALL INTERESTED PROPOSERS

REQUEST FOR PROPOSAL: Consultant Services for Professional Engineering for Environmental and Geotechnical Services

PROPOSAL NUMBER: 112-0143-CN(AM)

PROPOSAL SUBMITTAL IS DUE: March 8, 2012

ADDENDUM NO. 3

Following is additional information, clarifications, questions and responses relative to referenced Request for Proposal (RFP):

QUESTION 1:

The documents mention Geotechnical Engineering in several locations. Can you explain what type of Geotechnical Engineering you will require? (e.g.: Foundation Engineering for Buildings, Roads, Bridges, Bearing Capacity and Settlement Recommendations, etc...)

ANSWER 1:

The services listed in the question are possible tasks. Other tasks may include soil analysis for determination of classification and strength, percolation rate determination, seasonal high water determination, subsurface exploration for determination of sinkholes, and other tasks related to the discipline of geotechnical engineering.

QUESTION 2:

Landfills are also mentioned in the document. What type of work will be requested pertaining to Landfills?

ANSWER 2:

Work may include several tasks, including but not limited to: geotechnical soil borings and analyses; installing piezometers, monitoring wells, methane monitoring probes and collection systems; hydrogeological investigations; carrying out of soil stratigraphic studies and environmental site assessments, etc.

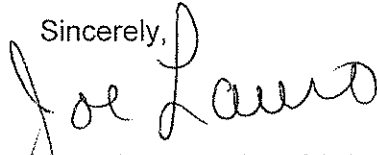
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All other specifications, terms and conditions remain the same.

Please remember to acknowledge receipt of this Addendum in Section G, Page 21 under Addendum No.3 and return with completed proposal package.

Sincerely,

A handwritten signature in cursive script that reads "Joe Lauro". The signature is written in black ink and is positioned above the printed name and title.

Joseph Lauro, CPPO/CPPB
Director of Purchasing