

## SERVICES AGREEMENT

**THIS SERVICES AGREEMENT** (“Agreement”) is made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”), by and between Pinellas County, a political subdivision of the State of Florida (“County”), and Waterfront Property Services, LLC d/b/a Gator Dredging (“Contractor”) (individually, “Party,” collectively, “Parties”).

### WITNESSETH:

**WHEREAS**, the County requested proposals pursuant to 156-0316-P(DF) (“RFP”) for Lake Seminole Hydraulic Dredging Restoration services; and

**WHEREAS**, based upon the County's assessment of Contractor's proposal, the County selected the Contractor to provide the Services as defined herein; and

**WHEREAS**, Contractor represents that it has the experience and expertise to perform the Services as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the above recitals, the mutual covenants, agreements, terms and conditions herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties agree as follows:

#### **1. Definitions.**

- A. **“Agreement”** means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.
- B. **“Architect/Design Professional/Engineer of Record”** means the Professional Architect/Design Professional/Engineer or Architectural/Design Professional/Engineering Firm contracted by the County and registered in the State of Florida who develops criteria and concept for the Project, performs the analysis and is responsible for the preparation of the Contract Plans and Specifications. The Architect/Design Professional/Engineer of Record will be a Consultant retained by the County or a county in-house staff member.
- C. **“Board of County Commissioners”** means the governing body of Pinellas County hereinafter referred to as the Board.
- D. **“Calendar Day”** means every day shown on the calendar, ending and beginning at Midnight.
- E. **“Change Order”** means a written order authorized by the Board or County Administrator, issued by the Design Professional/Engineer/Project Manager, and accepted by the Contractor directing certain changes, additions or reductions in the Work.
- F. **“Claim”** means is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term “Claim” also includes other disputes and matters in question between the County and the Contractor arising out of or relating to the Contract Documents.
- G. **“Commencement Date”** means the date established in the Notice to Proceed. Contractor shall commence the Work within fifteen (15) consecutive calendar days from the date of the Notice to Proceed.
- H. **“Consultant”** means the Professional Engineer/Design Professional or Engineering Firm registered in the State of Florida who performs Professional Engineering Services for the County, other than County personnel. The Consultant may be the Design Professional/Engineer of Record or may

provide services through and be subcontracted to the Design Professional/Engineer of Record or maybe providing construction engineering and inspection (CEI) services, as applicable.

- I. **“Contractor”** means the General Contractor, the Individual, Partnership or Corporation agreeing to do the Work for the County as prime Contractor.
- J. **“Contractor Confidential Information”** means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.
- K. **“Contractor Personnel”** means all employees of Contractor, and all employees of subcontractors of Contractor, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- L. **“Contract Documents”** means all documents referred to herein in addition to all duly executed and issued addenda, legal advertisements and change orders.
- M. **“Contract Time”** shall mean number of consecutive calendar days from the commencement date noted in the Notice to Proceed to the date on which all Work is to be completed.
- N. **“County Confidential Information”** means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, and any other information designated in writing by the County as County Confidential Information.
- O. **“Design Professional”** means a collective term intended to apply to “Architect/Engineer of Record”, licensed and registered in the State of Florida, the prime party responsible for the design, engineering, and construction documentation of the project and contracted directly with the Owner.
- P. **“Engineer”** means the Engineer, a staff member of the County or his duly authorized representative, acting on behalf of the County.
- Q. **“FDOT”** means the Florida Department of Transportation.
- R. **“FDOT Specifications”** means the Florida Department of Transportation, “STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION”, (latest edition), and all supplemental specifications thereto.
- S. **“Final Acceptance”** means whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager.
- T. **“Final Completion”** means the point in which all Work is complete and all other Agreement requirements have been satisfied.
- U. **“Inspector”** means an authorized representative of the Design Professional/Engineer/Project Manager, assigned to make any or all necessary inspections of the Work performed and materials furnished by the Contractor.
- V. **“Man Day”** means a unit of measure for work by one person in a Calendar Day.

- W. **“Notice of Award”** means the formal document informing the Contractor of its successful selection to construct the Project.
- X. **“Notice to Proceed”** means formal written document informing the Contractor to begin the Work, and notifying the Contractor of the architect, project engineer and other agency or person to which the Contractor may submit its payment request or invoice.
- Y. **“Owner”** means Pinellas County, a political subdivision of the State of Florida, herein after referred to as the County.
- Z. **“PCU - Standard Specifications”** means Pinellas County Utilities (PCU) “Material Specification Manual”, “Technical Specifications”, “Pump Station Standard Details” and “Standard Details” as described and defined on the Utility Department’s website at <http://www.pinellascounty.org/utilities> under the Engineering header.
- AA. **“PC Special Provisions”** means Pinellas County Public Works Roadway Special Provisions that provide specific additions and/or revisions to the requirements of the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition).
- BB. **“PC Std. Tech. Spec.”** means Pinellas County Public Works Standard Technical Specifications for Roadway and General Construction (latest edition) shown on the Pinellas County website.
- CC. **“PC Supplemental Specifications”** means Specifications adopted by Pinellas County Public Works that add or revise the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition) and/or the Pinellas County Special Provisions, setting forth conditions varying from or additional to the Pinellas County Standard Technical Specifications (latest edition) and/or the Pinellas County Special Provisions applicable to a specific Project or a specific set of conditions.
- DD. **“Plans”** means approved drawings or reproductions thereof, showing the location, character, dimension and details of the Work to be done as issued by the Design Professional/Engineer.
- EE. **“Project”** means all Work, materials or equipment (whether or not specifically called for) required to produce the intended result as described within the Contract Documents.
- FF. **“Project Manager”** means the individual designated by the Owner to represent the Owner on all administrative matters related to the Project.
- GG. **“Punch List”** means the written compilation of those items identified by the Design Professional/Engineer/Project Manager after Substantial Completion is achieved, which are required to render complete, satisfactory and acceptable the Project (or phase of a Project).
- HH. **“Record Drawings”** means Record Drawings are a set of signed/sealed contract Plans that are maintained by the Contractor for the express use of recording as-built information.
- II. **“Regular Work Day or Business Day”** means any Calendar Day except a Sunday or recognized County holiday.
- JJ. **“Schedule of Values”** means the individual values as set forth by the Contractor as payment for the bid quantity units identified on the bid submittal sheets. The total of the extended units in the Schedule of Values determines the Agreement Amount. The Agreement Amount may only be modified by Change Order approved by the Board, or County Administrator.
- KK. **“Scope of Work”** means the general intent of the Work to be accomplished as defined by the Project Plans and Specifications.

- LL. **“Services”** means the Work, duties and obligations to be carried out and performed safely by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A (“Statement of Work”) attached hereto and incorporated herein by reference. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance as required herein, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.
- MM. **“Special Notices”** means specific clauses adding to or revising the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition), setting forth conditions varying from or additional to the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition), for a specific Project.
- NN. **“Specifications”** means the directions, provisions and requirements contained herein, together with all stipulations contained in the plans or Contract Documents, setting out or relating to the method and manner of performing the Work, or to the quantities and qualities of materials and labor to be furnished under the Agreement.
- OO. **“Substantial Completion”** means the date the Work (or designated portions thereof) certified by the Consultant and approved by the Design Professional/Engineer/Project Manager when construction is sufficiently complete, in accordance with the Contract Documents, so the County can occupy or utilize the Work (or designated portions thereof) for the use for which it was intended.
- PP. **“Technical Special Provisions”** means Specifications prepared, signed and sealed by the Consultant. These would be listed in the document hierarchy ahead of the Pinellas County Standard Technical Specifications for Roadway and General Construction (latest edition), if applicable.
- QQ. **“Unforeseen Work”** means conditions encountered during the performance of the Work, sub-surface or otherwise concealed, or of an unusual nature, which differ materially from those indicated in the Contract Documents.
- RR. **“Unspecified”** means a pay item included for usage as directed by the County, and for usage under conditions or circumstances unforeseen at the time of Agreement.
- SS. **“Work”** means all labor, materials & incidentals required for the construction of the improvement for which the Agreement is made, including superintendence, use of equipment & tools, and all services & responsibilities prescribed or implied, which are necessary for the complete performance by the Contractor of his obligations under the Agreement, including but not limited to, the Exhibits attached hereto. Unless otherwise specified herein or in the Agreement, all costs of liability and of performing the Work shall be at the Contractor's expense.

**2. Conditions Precedent.** This Agreement, and the Parties' rights and obligations herein, are contingent upon and subject to the Contractor securing and/or providing the performance security, if required in Section 3, and the insurance coverage(s) required in Section 13, within ten (10) days of the Effective Date. No Services shall be performed by the Contractor and the County shall not incur any obligations of any type until Contractor satisfies these conditions. Unless waived in writing by the County, in the event the Contractor fails to satisfy the conditions precedent within the time required herein, the Agreement shall be deemed not to have been entered into and shall be null and void.

**3. Services.**

**A. Services.** The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto.

**B. Services Requiring Prior Approval.** Contractor shall not commence work on any Services requiring prior written authorization in the Statement of Work without approval from Project Manager.

**C. Additional Services.** From the Effective Date and for the duration of the Project, the County may elect to have Contractor perform Services that are not specifically described in the Statement of Work, Exhibit A, attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services for the compensation specified in the Statement of Work, Exhibit A, attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval from Project Manager.

**D. De-scoping of Services.** The County reserves the right, in its sole discretion, to de-scope Services upon written notification to the Contractor by the County. Upon issuance and receipt of the notification, the Contractor and the County shall enter into a written amendment reducing the appropriate Services Fee, as defined in Section 5, for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the Scope of Work performed prior to issuance of notification.

**E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act.** Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor 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. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

**F. Non-Exclusive Services.** This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar services as it determines necessary in its sole discretion.

**G. Project Monitoring.** During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

**4. Term of Agreement.**

**A. Initial Term.** The term of this Agreement shall commence on:

the Effective Date

and shall remain in full force and effective for twelve (12) Months.

**B. Term Extension.**

The term of this Agreement may be extended based on approval of the County. Any request for time extension of the term of this Agreement must be made in writing by the Contractor and submitted to the County for approval no later than thirty (30) Calendar Days prior to expiration of the initial term as defined in 4.A.

**5. Compensation and Method of Payment.**

**A. Services Fee.** As total compensation for the Services, the County shall pay the Contractor the sums as provided in this Section 5 (“Services Fee”), pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this compensation constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid exceed the not-to-exceed sums set out in subsections 5.B. and C., unless the Parties agree to increase this sum by written amendment as authorized in Section 21 of the Agreement.

**B.**  The County agrees to pay the Contractor the not-to-exceed sum of **\$668,670.00.**

on a fixed-fee basis for the deliverables as set out in Exhibit E, payable upon submittal of an invoice as required herein.

**C. Travel Expenses.**

The Services Fee includes all travel, lodging and per diem expenses incurred by Contractor in performing the Services.

**D. Taxes.** Contractor acknowledges that the County is not subject to any state or federal sales, use, transportation and certain excise taxes.

**E. Payments.** Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County. Invoices shall be submitted to:

to the designated person as set out in Section 18 herein;

All payments shall be made in accordance with the requirements of Section 218.70 et seq., Florida Statutes, “The Local Government Prompt Payment Act.” The County may dispute any payments invoiced by Contractor in accordance with the County’s Invoice Payments Dispute Resolution Process established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County’s Dispute Resolution Process.

**6. Personnel.**

**A. Qualified Personnel.** Contractor agrees that each person performing Services in connection with this Agreement shall have the qualifications and shall fulfill the requirements set forth in this Agreement.

**B. Approval and Replacement of Personnel.** The County shall have the right to approve all Contractor Personnel assigned to provide the Services, which approval shall not be unreasonably withheld. Prior to commencing the Services, the Contractor shall provide at least ten (10) days written notice of the names and qualifications of the Contractor Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the Contractor shall promptly and as required by the County provide written notice of the names and qualifications of any additional Contractor Personnel assigned to perform Services. The County, on a reasonable basis, shall have the right to require the removal and replacement of any of the Contractor Personnel performing Services, at any time during the term of the Agreement. The County will notify Contractor in writing in the event the County requires such action. Contractor shall accomplish any such removal within forty-eight (48) hours after receipt of notice from the County and shall promptly replace such person with another person, acceptable to the County, with sufficient knowledge and expertise to perform the Services

assigned to such individual in accordance with this Agreement. In situations where individual Contractor Personnel are prohibited by applicable law from providing Services, removal and replacement of such Contractor Personnel shall be immediate and not subject to such forty-eight (48) hour replacement timeframe and the provisions of Section 7. A.1. shall apply if minimum required staffing is not maintained.

## 7. Termination.

### A. **Contractor Default Provisions and Remedies of County.**

1. Events of Default. Any of the following shall constitute a “Contractor Event of Default” hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 9 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 15, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor (“Notice to Cure”), and Contractor shall have thirty (30) Calendar Days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 7.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

### B. **County Default Provisions and Remedies of Contractor.**

1. Events of Default. Any of the following shall constitute a “County Event of Default” hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 9 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County (“Notice to Cure”), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.

3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

### C. Termination for Default. The Contractor shall be considered in material default of the Agreement and such default shall be considered cause for the County to terminate the Agreement, in whole or in part, as further set forth in this paragraph, for any of the following reasons:

- a. Failing to begin Work within the time specified herein;
- b. Failing to properly and timely perform the Work as directed by the Design Professional/Engineer/Project Manager or as provided for in the approved Construction Progress Schedule;

- c. Failing to modify and/or receive all applicable permits as outlined in Exhibit A, Statement of Work.
  - 1. Contractor shall proceed with due diligence in modifying and/or receiving all applicable permits as outlined in Exhibit A. If Contractor can show reasonable prudence taken in obtaining required permits and no delay has been a cause of the Contractor, the Contract may be extended beyond the term of the Agreement as defined in 4.A.
- d. Performing the Work unsuitably or neglecting or refusing to remove materials or to correct or replace such Work as may be rejected as unacceptable, unsuitable or otherwise defective;
- e. Discontinuing the prosecution of the Work;
- f. Failing to resume Work that has been suspended within a reasonable time after being notified to do so;
- g. To the extent permitted by applicable law to be an event of default, becoming insolvent or declared bankrupt, or committing any act of bankruptcy;
- h. Allowing any final judgment to stand unsatisfied for more than ten days;
- i. Making an assignment for the benefit of creditors;
- j. Failing to obey laws, ordinances, regulations or other codes of any governmental authority with jurisdiction on the Project;
- k. Failing to perform or abide by the terms or spirit of the Contract Documents.

The County shall notify the Contractor in writing of the Contractor's default. If the County determines that the Contractor has not taken substantial steps toward effecting a remedy or cure of the default or defaults in its performance within seven (7) Calendar Days following receipt by the Contractor of written notice of default or defaults, then the County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties, and without prejudice to any other right it may be entitled to hereunder or by law, may terminate the Contractor's right to proceed under this Agreement, in whole or in part, and may take possession of the Work and complete the Contractor's Work by whatever means, method or agency which the County, in its sole discretion, may choose.

If the County deems any of the foregoing remedies necessary, the Contractor agrees it shall not be entitled to receive any further payment until after the Work is completed. All money expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses, (including Design Professional/Engineer/Project Manager and Architectural fees) or damages incurred by the County incident to such completion, shall be deducted from the Agreement Amount, and if such expenditures exceed the unpaid balance of the Agreement Amount, the Contractor agrees to pay promptly to the County on demand, the full amount of such excess, including costs of collection, and interest thereon at the maximum legal rate of interest until paid.

The liability of the Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained and obligations assumed by the County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or relating to the Work, and in settlement, discharge, or compromise of any claims, demands, suits or judgments pertaining to or arising out of the Work hereunder.

If after notice of termination of the Contractor's right to proceed pursuant to this paragraph, "Termination for Default", it is determined for any reason that the Contractor was not in default or that its default was excusable, or that the County is not entitled to the remedies against the Contractor provided herein, then the Contractor's remedies against the County shall be the same as and limited to those afforded the Contractor pursuant to the Termination for Convenience paragraph below.

- D. Termination for Convenience and Right of Suspension.** The County shall have the right to terminate or suspend this Agreement, in whole or in part; without cause upon five (5) Business Days written notice to the Contractor.

In the event of such termination or suspension for convenience, the Contractor's sole recovery against the County shall be limited to that portion of the Agreement Amount earned through the date of termination or suspension, together with any retainage withheld and reasonable termination or



suspension expenses incurred, but the Contractor shall not be entitled to any other or further recovery against the County, including, but not limited to, damages and any anticipated profit or Work not performed.

8. **Time is of the Essence.** Time is of the essence with respect to all provisions of this Agreement that specify a time for performance, including the Services as described in Exhibits attached hereto; provided, however, that the foregoing shall not be construed to limit a Party's cure period allowed in the Agreement.

9. **Confidential Information and Public Records.**

**A. County Confidential Information.** Contractor shall not disclose to any third party County Confidential Information that Contractor, through its Contractor Personnel, has access to or has received from the County pursuant to its performance of Services pursuant to the Agreement, unless approved in writing by the County contract manager. All such County Confidential Information will be held in trust and confidence from the date of disclosure by the County, and discussions involving such County Confidential Information shall be limited to Contractor Personnel as is necessary to complete the Services.

**B. Contractor Confidential Information.** All Contractor Confidential Information received by the County from Contractor will be held in trust and confidence from the date of disclosure by Contractor and discussions involving such Contractor Confidential Information shall be limited to the members of the County's staff and the County's subcontractors who require such information in the performance of this Agreement. The County acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Contractor in the Contractor Confidential Information during and after the term of the Agreement and shall at all times maintain the confidentiality of the Contractor Confidential Information provided to the County, subject to federal law and the laws of the State of Florida related to public records disclosure. Contractor shall be solely responsible for taking any and all action it deems necessary to protect its Contractor Confidential Information except as provided herein. Contractor acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws.

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

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

10. **Audit.** Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to examine and/or audit such records.

11. **Compliance with Laws.** The laws of the State of Florida apply to any purchase made under this Agreement. Contractors 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 Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973, Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this Agreement.

**12. Southwest Florida Water Management District (SWFWMD) Compliance.** This project is partially funded by the Southwest Florida Water Management District (District). The District is committed to supplier diversity in the performance of all contracts associated with District cooperatively funded projects. The Contractor is encouraged to make good faith efforts to include participation of minority and women-owned and small business enterprises, as contractors and subcontractors.

- A. **Minority/Women Owned and Small Business Utilization Report.** Upon completion of the Work, the County will ask the Contractor to provide a report titled "MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT", Exhibit I, indicating all contractors and subcontractors who performed work on this Project and the amount spent with each and whether each was a minority owned or women owned or small business enterprise. If no minority owned or woman owned or small business enterprises were utilized, the report shall so indicate. There is no minimum requirement or quota for utilization of these enterprises. When requested by the County, the Contractor shall provide said report to the County within two weeks after it is requested.
- B. **Public Entity Crimes.** Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list.
- C. **Discrimination.** Pursuant to Subsection 287.134(2)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- D. **Scrutinized Companies.** Pursuant to Section 287.135, F.S., a company that, at the time of bidding or submitting a proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, F.S., is ineligible for, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more. Any contract with an agency or local governmental entity for goods or services of \$1 million or more entered into or renewed on or after July 1, 2011, must contain a provision that allows for the termination of such contract at the option of the awarding body if the company is found to have submitted a false certification as provided under Subsection 287.135(5), F.S., or has been placed on either of the aforementioned lists.

Contractor has read and understood the foregoing paragraphs regarding Public Entity Crimes, Discrimination, and Scrutinized Companies, and Contractor agrees that its performance of the agreement will comply with all applicable laws, including but not limited to, those referenced in the paragraphs above. Contractor represents that Contractor is and will at all times remain eligible to perform the Services subject to the requirements and other applicable laws.

**13. Liability and Insurance.**

- A. **Insurance.** Contractor shall comply with the insurance requirements set out in Exhibit D attached hereto and incorporated herein by reference.

- B. **Indemnification.** Unless specifically prohibited by Florida law, the Contractor shall defend, indemnify and hold harmless the County and its officers and employees from any and all liabilities, claims, damages, penalties, demands, judgments, actions, proceedings, losses or costs, including, but not limited to, reasonable attorneys' fees and paralegals' fees, 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, or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, whether resulting from any claimed breach of this Agreement by the Contractor or from personal injury, property damage, direct or consequential damages, or economic loss, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor or anyone employed or utilized by the Contractor in the performance of this Agreement. The duty to defend under this paragraph is independent and separate from the duty to indemnify, and the duty to defend exists regardless of any ultimate liability of the Contractor, 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 Contractor. The Contractor's obligation to indemnify and defend under this Paragraph 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. The Contractor shall guarantee the payment of all just claims for materials, supplies, tools, labor or other just claims against it or any subcontractor in connection with this Agreement; and its bonds will not be released by final acceptance and payment by the County unless all such claims are paid or released.
- C. **Liability.** Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.
- D. **Contractor's Taxes.** The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

**14. County's Funding.** The Agreement is not a general obligation of the County. It is understood that neither this Agreement nor any representation by any County employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability shall be incurred by the County, or any department, beyond the monies budgeted and available for this purpose. If funds are not appropriated by the County for any or all of this Agreement, the County shall not be obligated to pay any sums provided pursuant to this Agreement beyond the portion for which funds are appropriated. The County agrees to promptly notify Contractor in writing of such failure of appropriation, and upon receipt of such notice, this Agreement, and all rights and obligations contained herein, shall terminate without liability or penalty to the County.

**15. Acceptance of Services.** For all Services deliverables that require County acceptance as provided in the Statement of Work, the County, through the Project Manager or designee, will have ten (10) Calendar Days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Waterfront Property Services, LLC d/b/a Gator Dredging. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) Calendar Days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) Calendar Days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

**16. Subcontracting/Assignment.**

**A. Subcontracting.** Contractor is fully responsible for completion of the Services required by this Agreement and for completion of all subcontractor work, if authorized as provided herein. Contractor shall not subcontract any work under this Agreement to any subcontractor other than the subcontractors specified in the proposal and previously approved by the County, without the prior written consent of the County, which shall be determined by the County in its sole discretion.

**B. Assignment**

This Agreement, and any rights or obligations hereunder, shall not be assigned, transferred or delegated to any other person or entity. Any purported assignment in violation of this section shall be null and void.

**17. Survival.** The following provisions shall survive the expiration or termination of the Term of this Agreement: 7, 9, 10, 13, 20, 23 (others which by their nature would survive).

**18. Notices.** All notices, authorizations, and requests in connection with this Agreement shall be deemed given on the day they are: (1) deposited in the U.S. mail, postage prepaid, certified or registered, return receipt requested; or (2) sent by air express courier (e.g., Federal Express, Airborne, etc.), charges prepaid, return receipt requested; or (iii) sent via email and addressed as set forth below, which designated person(s) may be amended by either Party by giving written notice to the other Party:

For County:

Attn: Public Works Director  
Pinellas County Public Works Department  
14 S. Fort Harrison Avenue, 6<sup>th</sup> Floor  
Clearwater, Florida 33756

For Contractor:

Attn: Waterfront Property Services, LLC d/b/a  
Gator Dredging  
13630 50<sup>th</sup> Way North  
Clearwater, Florida 33760

with a copy to:  
 Purchasing Director  
 Pinellas County Purchasing Department  
 400 South Fort Harrison Avenue, 6<sup>th</sup> Floor  
 Clearwater, FL 33756

**19. Conflict of Interest.**

**A.** The Contractor 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 of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions; and during the term of this Agreement.

**B.** The Contractor shall promptly notify the County in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the Contractor is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contractor may identify the prospective business association, interest or circumstance, the nature of work that the Contractor may undertake and request an opinion as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the Contractor. The County agrees to notify the Contractor of its opinion within (10) Calendar Days of receipt of notification by the Contractor, which shall be binding on the Contractor.

**20. Right to Ownership.** All work created, originated and/or prepared by Contractor in performing Services pursuant to the Agreement and other documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") shall be County's property when completed and accepted, if acceptance is required in this Agreement, and the County has made payment of the sums due therefore. The ideas, concepts, know-how or techniques developed during the course of this Agreement by the Contractor or jointly by Contractor and the County may be used by the County without obligation of notice or accounting to the Contractor. Any data, information or other materials furnished by the County for use by Contractor under this Agreement shall remain the sole property of the County.

**21. Amendment.** This Agreement may be amended by mutual written agreement of the Parties hereto.

**22. Severability.** The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

**23. Applicable Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the state or federal (if permitted by law and a Party elects to file an action in federal court) courts located in or for Pinellas County, Florida. This choice of venue is intended by the Parties to be mandatory and not permissive in nature, and to preclude the possibility of litigation between the Parties with respect to, or arising out of, this Agreement in any jurisdiction other than that specified in this section. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**24. Waiver.** No waiver by either Party of any breach or violation of any covenant, term, condition, or provision of this Agreement or of the provisions of any ordinance or law, shall be construed to waive any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same.

**25. Due Authority.** Each Party to this Agreement represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into this Agreement; (ii) each person executing this Agreement on behalf of the Party is authorized to do so; (iii) this Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**26. No Third Party Beneficiary.** The Parties hereto acknowledge and agree that there are no third party beneficiaries to this Agreement. Persons or entities not a party to this Agreement may not claim any benefit from this Agreement or as third party beneficiaries hereto.

**27. Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties and supersedes all prior negotiations, representations or agreements either oral or written.

(Signature Page Follows)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

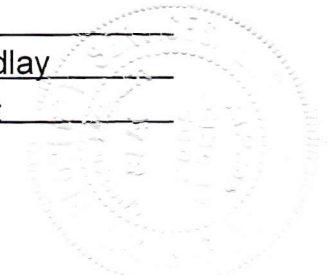
**PINELLAS COUNTY, FLORIDA**  
by and through its Board of County Commissioners

WATERFRONT PROPERTY SERVICES, LLC  
DBA GATOR DREDGING

By: \_\_\_\_\_  
Board Chairperson

By: \_\_\_\_\_  
Name: Philip A. Findlay  
Title: Vice-President

[Corporate Seal]



ATTEST: Jacob Sheets

By: Jacob Sheets - Assistant Sales Manager  
(Attesting Witness' name/title)

**ATTEST:**  
**KEN BURKE, CLERK OF COURT**

By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

By: Buzza  
Office of the County Attorney

**Exhibit A**

**STATEMENT OF WORK**

**PROFESSIONAL SERVICES  
Contract No.: 156-0316-P (DF)  
Permit Modification and Design Phase**

**For  
Lake Seminole Hydraulic Dredging Restoration  
County Project No. 000157A**

**Prepared for:**

**Pinellas County  
Public Works  
22211 US Hwy 19 N Building 10  
Clearwater, FL 33765**

**Prepared by:**

**Waterfront Property Services, LLC dba Gator Dredging  
13630 50<sup>th</sup> Way N  
Clearwater, FL 33760**

**July 2017**



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## Lake Seminole Dredging – Definitions of Acronyms

**SWFWMD/District:** Southwest Florida Water Management District  
**FDEP:** Florida Department of Environmental Protection  
**USACE:** United States Army Corps of Engineers  
**USEPA:** United States Environmental Protection Agency  
**RAP:** Reasonable Assurance Plan  
**BMP:** Best Management Practice  
**FNAI:** Florida Natural Areas Inventory  
**NCRS:** Natural Resource Conservation Service  
**NWI:** National Wildlife Inventory  
**(D)FIRM:** (Digital) Flood Insurance Rate Map  
**DEM:** Digital Elevation Model  
**DMMA:** Dredged Material Management Area  
**LiDAR:** Light Detection and Ranging (Topographic Mapping System)  
**GIS:** Geographic Information System  
**NOAA:** National Oceanic and Atmospheric Administration  
**USDA:** United States Department of Agriculture  
**USGS:** United States Geological Survey  
**SPT:** Standard Penetration Test  
**USCS:** Unified Soil Classification System  
**SHGWT:** Seasonal High Groundwater Table  
**MODFLOW:** (USGS Groundwater Modelling Software)  
**D50:** Median Soil Grain Size  
**SHWT:** Seasonal High Water Table  
**CDF:** Confined Disposal Facility  
**HELP:** (Drainage Modelling Software)  
**FEMA:** Federal Emergency Management Agency  
**CaCO<sub>3</sub>:** Calcium Carbonate  
**TSS:** Total Suspended Solids  
**TN:** Total Nitrogen  
**TP:** Total Phosphorous  
**NH<sub>3</sub>:** Ammonia  
**As:** Arsenic  
**Pb:** Lead  
**SWPPP:** Stormwater Pollution Prevention Plan  
**S/T/R:** Section-Township-Range  
**GPM:** Gallons per Minute  
**LOMR:** Letter of Map Revision  
**NPDES:** National Pollution Discharge Elimination System  
**CGP:** Construction General Permit  
**CFR:** Code of Federal Regulations  
**QA/QC:** Quality Assurance/Quality Control  
**WMP:** Watershed Management Plan

## STATEMENT OF WORK

### PROJECT TITLE

Lake Seminole Hydraulic Dredging Restoration (County Project No. 000157A)

### OBJECTIVE

The Pinellas County Board of County Commissioners (COUNTY) is seeking the services of the CONTRACTOR qualified to develop and implement a hydraulic dredging project (PROJECT) for Lake Seminole in accordance with COUNTY, Southwest Florida Water Management District (DISTRICT) Florida Department of Environmental Protection (FDEP) and Army Corp of Engineers (ACOE) requirements.

#### 1.1 Limits of Work

- 1.1.1 The PROJECT shall encompass all areas described herein and shall extend to those boundaries delineated as the Lake Seminole Watershed. A detailed project area will be determined upon PROJECT initiation.

#### 1.2 Key Personnel

- 1.2.1 The COUNTY reserves the right to approve/disapprove for whatsoever reason all personnel assigned to this PROJECT by the CONTRACTOR. The individual(s) named in the proposal response and/or such other individuals who are to be assigned to work under this contract are necessary for the successful performance of this contract. The CONTRACTOR agrees that whenever for any reason, one or more of the individuals named in the proposal are unavailable for performance under this contract; the CONTRACTOR shall replace such individual(s) with an individual(s) of substantially equal abilities, qualifications, and demonstrated applicable experience, subject to approval by the COUNTY.
- 1.2.2 The CONTRACTOR 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 contract. 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 CONTRACTOR accordingly. The CONTRACTOR 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 individual(s) has substantially equal abilities, qualifications, and demonstrated applicable experience of the individual(s) named herein.

- 1.2.3 The designated PROJECT MANAGER shall serve as the PROJECT representative for the CONTRACTOR. The CONTRACTOR, will submit correspondence to the COUNTY, who will in turn copy PROJECT correspondence to all members of the team as appropriate.

## **BACKGROUND**

Lake Seminole is a highly eutrophic moderately large (684 acre), shallow (average depths between 4.1 and 5.5 feet) fresh water body located in west-central Pinellas County. It has an hourglass shape, with distinct northern and southern lobes that are connected by a narrow channel known locally as the "Narrows". The western lake shoreline is entirely urban, consisting largely of mobile home parks, apartment complexes, and single family dwellings. Seawalls and docks are common and residential canal networks branch off the lake in various locations. The eastern shoreline consists of single family residences along the north lobe and through the "narrows" and County-owned park land to the south. Prior to the mid-1940s Lake Seminole was an estuarine water body and was the northern portion of the Long Bayou embayment of Boca Ciega Bay. It was converted to a freshwater system by the construction of a roadway (Park Boulevard) which acts as a dam/weir. Although concerted efforts have been made to improve stormwater treatment levels in recent years, a large proportion of the watershed was developed prior to the adoption of modern stormwater treatment requirements. As a result, the lake has received discharges of untreated or minimally treated stormwater runoff from a variety of urban land uses for many decades.

Lake Seminole is currently listed by the Florida Department of Environmental Protection (FDEP) and the U.S. Environmental Protection Agency (USEPA) as an impaired waterbody pursuant to Section 303(d) of the federal Clean Water Act. The pollutants linked to the impairment are nutrients (phosphorus and nitrogen) that are present at elevated levels in the lake's water column. To address the impairments, the County developed the Lake Seminole Reasonable Assurance Plan (RAP) which outlines the necessary improvements to restore the lake's water quality. The Lake Seminole Restoration Project is the most important element of the Lake Seminole RAP.

## **PROJECT DESCRIPTION**

The primary purpose of the PROJECT is the removal of organic sediments within the lake. The pollutants linked to the impairment are nutrients (phosphorus and nitrogen) that are present at elevated levels in the lake's water column.

The PROJECT involves the development and design of upland dewatering, storage and staging sites, development of permit modification documents, pre and post survey of dredge areas, Site work of upland dewatering management area, hydraulic dredging, dewatering of dredge material, disposal of dredged and dewatered material on-site and restoration of the upland dewatering site.

## **PROJECT SCOPE OF WORK**

### **2.1 Kickoff Meeting**

The CONTRACTOR shall convene a Kickoff Meeting with the COUNTY within one (1) week after the Notice to Proceed. The CONTRACTOR will develop the agenda for the Kickoff Meeting with input from the COUNTY. The Kickoff Meeting will discuss and document the points of contacts within CONTRACTOR's PROJECT team, communication protocol, data requirements, the scope of work, PROJECT schedule, milestones and submittals, and other miscellaneous issues. The CONTRACTOR will prepare minutes of the Kickoff Meeting and will distribute them to the meeting attendees.

#### **Deliverables:**

- Kickoff meeting minutes

### **2.2 Data Gathering and Investigation**

#### **2.2.1 Data Collection and Initial Evaluation**

This task includes coordination and research for the CONTRACTOR to become familiar with the PROJECT area, PROJECT goals, background, data available, and scope of work. The CONTRACTOR will collect relevant publicly available planning, environmental, engineering and data related to the PROJECT site including:

- FDEP and SWFWMD state databases
- USACOE federal databases
- SWFWMD Land Use/vegetative communities
- Florida Natural Areas Inventory (FNAI)
- State and federal listed species occurrences
- Existing state and federal permits

- Previously conducted ecological reviews/studies
- Natural Resource Conservation Service maps
- National Wildlife Inventory (NWI) maps
- National Wetlands maps
- Drainage Basin maps
- Digital DFIRM data related the Lake Seminole FIRM mapping and surrounding areas including:
  - Digital Elevation Model (DEM)
  - Model Development Data
  - Floodplain/ Floodway boundaries
  - Mapping Data
  - Hydrologic and Hydraulic Models
- Updated Topographic mapping (LiDAR)
- Land Use Data
- Existing Utility Data from Pinellas County, Duke Energy, and others
- Pinellas County Property Appraiser Data including parcel boundaries and property ownership data. Other available hydrologic and hydraulic data to facilitate the development of the hydraulic routing models for flood boundary mapping
- GIS based cadastral information for use in flood boundary mapping.
- NOAA wind speed and direction data for the impoundment vicinity,
- Local, Regional and State wind speed, duration and direction regulatory requirements
- United States Army Corps of Engineers EM 1110-2-5025 Dredging and Dredged Material Management Manual
- Manufacturer's information for flexible flashboard riser systems

The following data and investigations will be performed by the COUNTY and provided to the CONTRACTOR upon completion:

- Wetland Delineation/Survey
- Floodplain Analysis
- Wildlife Survey (e.g. Gopher Tortoise, Bald Eagle, Endangered/Threatened Species)
- Biological Survey (e.g. Plants, trees, etc.)
- Topographic Survey
- Boundary Survey
- Utility Location Survey
- Groundwater Elevation Survey
- Tree Survey

### **2.2.2 Survey (COUNTY to Provide)**

The COUNTY shall conduct boundary, topographic and tree surveys within the limits of the PROJECT. Topographic mapping will be provided on a 50-foot (minimum) grid extending 100 feet beyond the boundary of all proposed site improvements. All trees four-inch or larger will be identified, measured and located on the survey.

### **2.2.3 Site Inspection**

The CONTRACTOR shall perform a site inspection to gain an understanding of the property layout, grading and drainage issues, site access points, and other potential design constraints.

### **2.2.4 Geotechnical Investigation**

The CONTRACTOR shall coordinate with the PROJECT geotechnical engineer to provide base maps for use in the geotechnical analysis and report. The Geotechnical Investigation will include, but is not limited to, the following:

#### **2.2.4.1 Soil Survey Data Review**

The CONTRACTOR shall review published soil information obtained from the "Soil Survey of Pinellas County, Florida" published by the United States Department of Agriculture (USDA) National Resources Conservation Services (NRCS) and topographic information obtained from the appropriate Quadrangle maps published by the United States Geological Survey (USGS).

#### **2.2.4.2 Geotechnical Subsurface Explorations**

The CONTRACTOR shall execute a program of subsurface exploration consisting of borings, subsurface sampling and field testing. The borings will be performed to evaluate the suitability of soils for construction of the proposed dike/embankment, evaluate "karst sensitivity", estimate seasonal high groundwater table levels, and general suitability of the subsurface conditions for the proposed PROJECT.

**2.2.4.2.1** The CONTRACTOR shall perform on the order of two (2) borings per acre. The borings will consist of both Standard Penetration Test (SPT) borings and auger borings. We estimate performing approximately 40 SPT borings and 25 auger borings.

The SPT boring depths will range from approximately 20 feet below grade within bottom of the DMMA (estimate 10

borings to this depth), to depths of approximately 40 feet along the perimeter of the DDMA beneath the dike/embankment (estimate 20 borings to this depth), and 10 SPTs to approximately 60 feet below grade (estimated depth of competent limestone/indurated materials) to evaluate karst sensitivity.

The auger borings will be conducted to depths of approximately 5 to 6 feet below existing grades.

If deleterious soils and/or materials (debris) are encountered, the CONTRACTOR will notify the COUNTY immediately. Should the CONTRACTOR encounter these conditions, the CONTRACTOR will propose additional boring locations to provide sufficient investigation. These additional boring locations shall be submitted to the COUNTY for approval prior to the commencement of field investigations

**2.2.4.2.2** The CONTRACTOR shall perform field and laboratory hydraulic conductivity testing.

**2.2.4.2.3** The CONTRACTOR shall visually classify the soil samples in the laboratory using the Unified Soil Classification System (USCS). Perform laboratory classification testing.

**2.2.4.2.4** The CONTRACTOR shall identify soil conditions at the boring locations.

**2.2.4.2.5** The CONTRACTOR shall collect groundwater level measurements at the boring locations.

**2.2.4.2.6** The CONTRACTOR shall estimate the Seasonal High Groundwater Table (SHGWT) depth. The CONTRACTOR will stake boring locations to be surveyed by the PROJECT surveyor for ground elevation determination.

**2.2.4.3 Draft Geotechnical Report**

The CONTRACTOR shall prepare a formal Geotechnical Report for the PROJECT in accordance with the scope of services. The CONTRACTOR shall make evaluations and recommendations for the design and construction and maintenance of the proposed berm/embankment, suitability of on-site materials for embankment fill, and recommendations



for the design of underdrains used for dewatering. The CONTRACTOR will also provide necessary soil parameters for the structural aspects of the weir design and for use in mounding analyses.

Deliverables associated with the Geotechnical Investigation scope of services consist of the following:

- Soil boring profiles to be part of the PROJECT plans;
- Suitability of soil conditions for berm construction;
- Potential for Karst Conditions;
- Groundwater levels;
- Permeability values and groundwater information to allow mounding analysis
- USDA/USGA maps of the PROJECT area;
- DMMA berm design including dam safety requirements;
- Recommendations for underdrains for use in dewatering.

#### **2.2.4.4 Final Geotechnical Report**

The CONTRACTOR shall revise the draft Geotechnical Report (Task 2.2.4.3) in accordance with the comments provided and discussions with the COUNTY and provide a revised final Geotechnical Report for review. The CONTRACTOR shall revise the final Geotechnical Report in accordance with the comments provided and discussions with the COUNTY and provide a revised final report for approval.

#### **2.2.5 Groundwater Mounding Analysis**

The CONTRACTOR shall characterize the site groundwater conditions using MODFLOW software and the following data:

- Soil boring data from Geotechnical investigation
- Grain size analysis, D50 values
- Estimates of vertical (unsaturated) and horizontal (saturated) infiltration rates and hydraulic conductivity
- Estimates of seasonal high water table (SHWT) elevation and static groundwater table elevation
- Potentiometric surface contours of groundwater table in site vicinity
- Topographic contours of study area

### **2.2.6 Pre-application Meetings**

The CONTRACTOR shall schedule and attend pre-application conferences with representatives in the permitting divisions of Pinellas County and FDEP to meet the review staff, discuss design criteria, and confirm the PROJECT permitting requirements, review timelines and other PROJECT permitting issues.

#### **Deliverables:**

- Draft Geotechnical Report
- Final Geotechnical Report
- Groundwater Mounding Analysis Report
- Meeting Minutes

### **2.3 Preliminary Analysis**

The Preliminary Analysis phase will investigate the feasibility of utilizing the subject parcels as a Dredged Material Management Area (DMMA) from an engineering and regulatory perspective. The objective will be to apply the regulatory permitting requirements to the selected site to estimate the maximum storage volume and capacity possible for the DMMA.

The U.S. Army Corps of Engineers define a confined disposal facility (CDF) as an engineered structure for containment of dredged material. The site geometry of the CDF will be established by taking into consideration wetland setbacks, site drainage patterns, heavy equipment accessibility requirements, construction staging areas, berm geometry, discharge requirements, seepage control and other design features and site conditions.

#### **2.3.1 Wetlands and Protected Uplands Assessment (COUNTY to Provide)**

If the findings in the data collection phase only indicate wetlands along the lake's shore, The COUNTY shall develop an avoidance strategy respecting FDEP's mandatory 25-foot setback/buffer and the County's 50-foot upland buffer width. But if wetland mitigation is required; the development of a mitigation plan and/or coordination with a wetland mitigation bank may be required.

#### **2.3.2 Groundwater Analysis**

The results of the preliminary MODFLOW analysis will serve to characterize groundwater flow rates and recharge rates, and characterize the impact of the proximity of Lake Seminole to the groundwater conditions within the excavated CDF. Various pumping and excavation scenarios will be tested against existing subsurface conditions to evaluate the effectiveness of any dewatering effort within the CDF.

### **2.3.3 Seepage Analysis**

The CONTRACTOR shall create estimates of potential seepage of water from inside the proposed berm area to the outside using HELP software for landfill drainage. Soils data from the geotechnical investigation will be used along with estimated water elevations within the pit and embankment to estimate volumes of water that would potentially flow through the embankment materials for various scenarios.

### **2.3.4 Floodplain Impact Analysis (COUNTY to Provide)**

The COUNTY shall review the boundaries of the 100-year floodplain in respect to the topography of the site to identify and quantify the potential impacts. Compensation volumes will be determined and potential mitigation areas will be explored. The COUNTY will provide a hydrological evaluation of the existing conditions of the PROJECT area including major conveyances, floodplains, and general runoff patterns.

As part of this task, the Currently Effective FEMA floodplain model (used to estimate the numbered A-Zone flood elevations) will be used to assess if the proposed DMMA operation will affect flood levels. To assess the potential impacts, The COUNTY will revise the Currently Effective model to include the proposed fill area and execute the model for a series of flood events including the 100-year and 500-year. If the modeling indicates that the operation will affect existing flood levels, then a floodplain mitigation assessment will be conducted, in accordance with FEMA and local guidelines. The mitigation assessment will be used to determine measures that can be implemented to compensate for potential impacts. Final designs for any required mitigation measures will be developed as part of Task 2.4.

### **2.3.5 Dam Safety Analysis**

The CONTRACTOR shall develop operating levels of the DMMA based upon a preliminary estimate of DMMA embankment geometry and considering sediment storage and processing volume requirements. Operating levels in the DMMA may be 13 to 20 feet above local grade. Given the level of urbanization in the surrounding area including a school, residential areas and roads, and given these expected water levels, a catastrophic failure of an embankment could pose a safety hazard to people, structures, vehicles and infrastructure.

The purpose of this task is to assess the risk of a catastrophic failure of one or more of the DMMA's embankments and to assess the hazards associated with such a failure. The dam safety analysis includes the following sub-tasks:

- Embankment safety and potential failure mode assessment
- Embankment failure discharge hydrograph analysis
- Embankment failure flood routing analysis
- Embankment failure flood boundary mapping assessment
- Affected structure assessment

As part of the embankment design process, a stability analysis will be conducted to assess likely embankment failure modes and associated safety factors. The failure mode analysis will be used to postulate a critical failure mode for use in the subsequent discharge analysis. This may be done for more than one embankment dependent upon embankment geometry and impoundment depths. A discharge analysis will be conducted to estimate a discharge hydrograph from a postulated worst case scenario for each embankment. This hydrograph will be routed through downstream receiving areas to determine flood depth and ultimately develop an embankment failure flood boundary map. The flood boundaries will be mapped along with property boundary/ structure information to produce a database of affected structures. The affected structures database will include property ownership information that can be used in case of an emergency to warn residents, instructional facilities and infrastructure owners.

### **2.3.6 Wave Height Analysis**

The CONTRACTOR shall consider the design of the DMMA embankment for such factors as, but not limited to, storage volume requirements, sediment processing volume requirements and safety requirements expressed as freeboard, which is added to the top of the embankment to account for excessive rainfall and wind induced waves within the impoundment.

Studies conducted as part of this task will serve to estimate wind induced wave action within the impoundment to determine freeboard requirements and to support the design of revetments to resist destructive wave action. The studies will include a wave setup analysis and a wave run-up analysis which combine to comprise a total freeboard requirement. Wind speed and other pertinent factors will be based on Local, Regional or State requirements whichever is most restrictive.

### **2.3.7 Survey Coordination**

The CONTRACTOR shall provide direction to the PROJECT surveyor (provided by the COUNTY) to locate the wetland lines, existing utilities, existing driveways, topographic survey, trees and other information needed during the analysis and design phases.

### **2.3.8 Base Map Preparation**

The CONTRACTOR shall prepare a base map of the PROJECT area to using the land survey topography, wetland lines, tree locations, utilities, roads, driveway entrance, and existing drainage features

### **2.3.9 Pre-development Drainage Plan**

The CONTRACTOR shall prepare a pre-development conditions drainage plan to illustrate overland flow patterns, existing roads and ditches, floodplain elevations, basin lines, and other relevant background information.

### **2.3.10 Utility Coordination**

A Sunshine One Call utility locate request will be made by the CONTRACTOR and the utility owners within the PROJECT area will be identified. The CONTRACTOR will contact utility providers that have responded that they have facilities in the area to establish the location of the existing utilities within the PROJECT limits. The PROJECT surveyor will record the horizontal locations on the site specific survey based on flagging or marks provided by the utility companies

### **2.3.11 Project Meetings**

The CONTRACTOR shall participate in regular progress, planning and review meetings with the COUNTY and any PROJECT stakeholders.

#### **Deliverables:**

- Groundwater Mounding Analysis Report
- Project Area Maps
- Pre-development Drainage Plan
- Seepage Analysis
- Floodplain Impact Analysis (County to Provide)
- Dam Safety Analysis
- Wave Height Analysis
- Survey Information and Data including Utility Coordination
- Meeting Minutes

## **2.4 Preliminary Engineering Report**

### **2.4.1 Draft Preliminary Engineering Report**

Based on the results of our meetings with the COUNTY and the regulatory agencies, preliminary analysis research, and field reviews; the CONTRACTOR shall develop a written report describing the findings and provide design recommendations for review and comment. The report will include, but not be limited to, the following sections:

- Cover Letter
- Executive Summary and Introduction
- Boundary, Topography and Tree Surveys (COUNTY to Provide)
- Design and Permitting Requirements
- Permitting Matrix Table (COUNTY to Provide)
- Preliminary Site Plan and Drainage Plan
- Utility Atlas Information
- Storage Capacity and Earthwork Calculations
- Preliminary Geotechnical Report
- Environmental/Wetland Report (COUNTY to Provide)
- Floodplain Analysis and Mitigation Alternatives (COUNTY to Provide)
- Groundwater Report
- Wind Wave Analyses
- Embankment Failure Flood Boundary Maps
- DMMA Design Recommendations
- DMMA Contract Cost Confirmation

### **2.4.2 Meeting to Discuss Draft Preliminary Engineering Report**

Upon the acceptance by the COUNTY of the draft Preliminary Engineering Report, a meeting will be conducted to discuss the draft Preliminary Engineering Report accomplished in Task 2.4.1. Details may be added for anticipated work effort and issues of importance.

### **2.4.3 Final Preliminary Engineering Report**

The CONTRACTOR shall revise the draft Preliminary Engineering Report developed in Task 2.4.1 to include comments and additional information from Task 2.4.2 and submit to the COUNTY for review. The CONTRACTOR shall revise the final preliminary engineering report in accordance with the comments provided and discussions with the COUNTY and provide a revised final report for approval.

**Deliverables:**

- Draft Preliminary Engineering Report
- Final Preliminary Engineering Report
- Meeting Minutes

**2.5 Design Services****2.5.1 Groundwater Flow and Seepage**

The CONTRACTOR shall incorporate Groundwater flow and Seepage analysis conducted in Task 2.3.2 and 2.3.3, respectively. Groundwater flow and seepage and the physical site conditions will be factors in the final geometric design of the DMMA. The groundwater data will be used to support the design of a monitoring plan for groundwater quality in the vicinity of the DMMA as well as water quality monitoring of any discharge from the DMMA per regulatory requirements.

To document the background groundwater quality conditions, the CONTRACTOR will install up to four (4) shallow wells (15 feet) and one (1) deep well (30 feet). In addition, the background surface water quality will be established through the collection of three lake water samples. The surface water composite sampler (YSI Model WS705) used to collect the lake water samples will be re-purposed during the operational phase of the PROJECT to collect discharge samples from the DMMA prior to return to the lake. The collected groundwater and surface water samples will be sent to an analytical laboratory for analysis for the following parameters: temperature, pH, alkalinity (as CaCO<sub>3</sub>), TSS, TN, TP, NH<sub>3</sub>, As, and Pb.

**2.5.2 Construction Drawings**

The CONTRACTOR shall prepare construction drawings to meet the engineering and permitting requirements established by the USACOE, FDEP, SWFWMD and Pinellas County. All construction drawings shall conform to Pinellas County CADD standards, found at <http://www.pinellascounty.org/technical/>. It is anticipated the following sheets will be assembled into the construction drawing set:

- Cover Sheet
- Construction Notes and Specifications
- Existing Conditions Survey
- Tree Removal Plan
- General Site Plan
- Grading/Drainage Plan
- Stormwater Pollution Prevention Plan (SWPPP)
- Construction Sections
- Construction Details
- Landscaping/Restoration Plan

### **2.5.3 General Site Plan**

The CONTRACTOR shall prepare a general site plan to show the layout of the DMMA in relation to the property lines and adjacent parcels. The site plan will include the property lines, setbacks and dimensions, berms, access roads and temporary driveways, staging areas, security fencing and gates, onsite stormwater detention facilities, and identification of all proposed structures/features. A site data table will be prepared with property information (S/T/R, folio number(s), address, zoning, owner information) and with a site area breakdown, per Pinellas County requirements.

### **Grading and Drainage Plan**

The CONTRACTOR shall design a Grading and Drainage plan for handling the design of the pumping operation and chemical flocculants to develop a stormwater system design that meets the required function of the DMMA and the requirements of the COUNTY and FDEP. This design and drainage plan will include spot elevation grading and/or contours, pond/tier slopes, control structures, weir design, stormwater pipe network and outfalls, cross sections and construction details. The preliminary analyses in Task 2.3 will be updated to reflect the proposed stormwater design.

### **2.5.4 Contained Disposal Facility (CDF) Design**

The CONTRACTOR shall evaluate CDF design with respect to the potential location of the dikes, inflow points, and outlet weirs. Weir designs will be provided to include adjustable flash boards able to accommodate up to 6,000 GPM of discharge.

### **2.5.5 Structural Survey and Vibration Monitoring Plan**

The CONTRACTOR shall prepare a plan to avoid damages and potential claims that alleged damages were caused by construction activities. The Contractor is responsible to document pre-existing conditions, to avoid damaging existing structures that were determined to be susceptible to vibration damage, and to avoid damaging existing structures that were not determined to be susceptible to vibration damage.

### **2.5.6 Floodplain Mitigation (COUNTY to Provide)**

The COUNTY shall prepare a Letter of Map Revision (LOMR) for submittal to FEMA should floodplain compensation be required. The COUNTY will provide all necessary supporting documentation including design plans, hydrologic and hydraulic modelling, and specifications for the permitting of the selected mitigation method and in support of the LOMR application.



**2.5.7 Stormwater Pollution Prevention Plan (SWPPP)**

The CONTRACTOR shall develop a SWPPP to support the NPDES Stormwater Construction Generic Permit (CGP) in accordance with 40 CFR parts 122 and 123 and Section 403.0885, Florida Statutes, and applicable rules of the Florida Administrative Code. The design will incorporate appropriate Best Management Practices (BMPs) to protect the PROJECT from adverse impacts to the surrounding environment during proposed construction activities. Controls will include erosion controls, sediment controls, stormwater management controls, temporary grading for drainage, and controls for tracking of sediments.

**2.5.8 Restoration and Landscape Plan (COUNTY to Provide)**

The COUNTY shall prepare restoration and landscaping plan to match the proposed ground cover identified in the RFP response documents. The primary intent of this plan is to provide plans to establish a grassed (seeded) cover on the capped CDF and surrounding lands impacted by the PROJECT.

**2.5.9 Project Meetings**

The CONTRACTOR shall participate in PROJECT team design meetings during the design phase of the PROJECT to include coordination with CONTRACTOR, COUNTY, DISTRICT, FDEP, SWFWMD, USACOE and other PROJECT stakeholders.

**2.5.10 Public Involvement**

The CONTRACTOR shall prepare a color rendering of the site plan for the COUNTY to use while hosting any public meetings. The COUNTY and CONTRACTOR will present the concept plans in an open house format and elicit public input. The CONTRACTOR will furnish comment sheets to solicit feedback. The CONTRACTOR will meet with the COUNTY to discuss the comments and the extent of the effort required to incorporate. The COUNTY will provide direction on how best to incorporate the comments into the permit application documents.

**Deliverables:**

- Draft Design Plans for elements listed in Tasks 2.5.1 to 2.5.9
- Meeting Minutes
- Public Feedback Comment Spreadsheet
- Draft Design Plans Comment Response Memo(s)
- Final Design Plans for elements listed in Tasks 2.5.1 to 2.5.9
- Letter of Map Revision to FEMA, if necessary (County to provide)
- Updated Opinion of Probable Cost

## 2.6 Permitting Services

**2.6.1** The CONTRACTOR shall prepare, assemble and submit the permit submittal packages including applications, plans, reports and other supporting documents for review by the agencies having jurisdiction. The regulatory agency and the associated permit type that they review are listed below:

- Pinellas County – Right-of-Way Use Permit
- Florida Department of Environmental Protection (FDEP) - Joint Application for Environmental Resource Permit / Federal Dredge and Fill Permit Modification
- U.S. Army Corps of Engineers (USACE) – Nationwide – 27.

**2.6.2** The CONTRACTOR shall develop written texts, graphics, wetland impact drawings, construction drawings and other supporting documents for review by the regulatory agencies having jurisdiction. The information to be contained within these applications will include, but not be limited to:

- Completed copies of the appropriate permit application forms
- Environmental Report
- Tables showing the types, area of wetlands, area of proposed impacts
- Property owners located adjacent to the proposed PROJECT
- PROJECT construction plans and SWPPP

**2.6.3** During construction, the CONTRACTOR is responsible for the management of dewatering, dredge and fill operations, and the settling/clarifying basin. The permit application will require input from the CONTRACTOR regarding sequencing of construction activities, scheduling, construction cost information, bonding, etc.

Construction dewatering will require review of the dewatering plan and supporting groundwater data by the SWFWMD and FDEP, while dredge and fill activities are permitted through the USACOE and FDEP. The results of groundwater modeling and Dam Safety Plan will be used to support the final design of the impoundment and defend the design during permit review.

- 2.6.4** The CONTRACTOR and COUNTY shall meet with the regulatory agencies representatives during the permit review and approval process. The CONTRACTOR shall complete additional design revisions based on the agreements reached during the agency meetings, and resubmit the plans and supporting documents for final approval.

**Deliverables:**

- Draft Permit Modification Application FDEP
- FDEP Request for Additional Information Response Memo
- Final Permit Modification Application FDEP
- Draft Permit Modification Application USACOE
- USACOE Request for Additional Information Response Memo
- Final Permit Modification Application USACOE
- Meeting Minutes

**2.7 Construction Services (SERVICES AND COST NOT PROVIDED AT THIS TIME)**

*This portion of the PROJECT will be developed and implemented based on the results from the Data Gathering, Engineering Design and Permitting Services Tasks.*

**2.7.1 N/A**

**2.7.1.1 N/A**

**2.7.1.2 N/A**

**2.7.1.3 N/A**

**Deliverables:**

- N/A

## PERFORMANCE SCHEDULE

The following tasks are to be completed within the number of months indicated below, counted forward from the date the COUNTY issues Notice to Proceed to the CONTRACTOR. The COUNTY has up to six (6) months to issue Notice to Proceed to the CONTRACTOR.

Task Number	Task Description	Start Month	End Month
2.1	Kickoff Meeting	1	1
2.2	Data Gathering and Investigation	1	1
2.3	Preliminary Analysis	2	3
2.4	Preliminary Engineering Report	3	4
2.5	Design Services	4	6
2.6	Permitting Services	5	12
2.7	Construction Services	13	48
	PROJECT Close-out		

## SUBMITTAL REQUIREMENTS (GENERAL)

Each submittal shall be delivered with the associated QA/QC documentation and a transmittal letter signed by the CONTRACTOR'S Project Manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion.

Reviews will be performed by the COUNTY to confirm that the submittal is complete. Incomplete submittals shall be returned to the consultant. All final engineering documents must be signed and sealed by a professional engineer registered in the State of Florida. The COUNTY will issue deliverable approval only in writing.

**4.1.1** Invoicing from the CONTRACTOR and payment by the COUNTY shall be directly correlated to submittal completion and approval.

**4.1.2** The COUNTY in no way obligates its self to check the CONTRACTOR'S work.

**4.1.3** The actual acceptance by the COUNTY of any submittal shall neither constitute nor imply any review or approval by the COUNTY of the services performed by the CONTRACTOR under the provisions of this AGREEMENT, but shall indicate only the COUNTY'S acceptance of the CONTRACTOR'S affirmation of compliance with the provisions and intent of this AGREEMENT.

- 4.1.4** The CONTRACTOR accepts the responsibility and obligation to correct to the satisfaction of the Public Works Department Director, and at no additional cost to the COUNTY, any and all deficiencies in the preparation of the PROJECT documents resulting from errors or omissions, at such time, and whenever the deficiencies may become known. Final acceptance by the COUNTY of the contract documents provided for in this AGREEMENT shall not relieve the CONTRACTOR of compliance with the intent of this AGREEMENT to provide the COUNTY with documents that are complete in every respect.

## **DATA PROVIDED BY THE COUNTY**

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

- 5.1.2** Copy of the COUNTY Guide for Professional Survey and Mapping.
- 5.1.3** Copies of all existing drainage studies and plans, inventories, computer information, existing maps, existing aerial photographs, roadway plans, as built construction plans, water quality data and other available information and data pertinent to the PROJECT, which the COUNTY may have in their possession.
- 5.1.4** Copies of work conducted by the COUNTY for this PROJECT. This will include, but not limited to, the following:
- Wetland Delineation/Survey
  - Floodplain Analysis/Report
  - Wildlife Survey (e.g. Gopher Tortoise, Bald Eagle, Endangered/Threatened Species)
  - Biological Survey (e.g. Plants, trees, etc.)
  - Flood Plain Mitigation
  - Letter of Map Revision to FEMA, if necessary
  - Wildlife Report
  - Topographic Survey
  - Boundary Survey
  - Tree Survey
  - Tree Removal Plan
  - Tree Mitigation Plan
- 5.1.5** Copy of the most recent LIDAR available.

The cost for tasks 2.2, 2.3, 2.4, 2.5, 2.6 will be \$668,670. A detailed budget table showing the costs associated for each task is included on the following pages.

<b>Task</b>	<b>Task Description</b>	<b>Gator Dredging Costs</b>	<b>AECOM Team Sub-Consultant Costs</b>		<b>Total</b>
<b>2.2</b>	<b>Data Gathering and Investigation</b>	\$36,887	\$84,814		\$121,700
<b>2.3</b>	<b>Preliminary Analysis</b>	\$37,524	\$100,526		\$138,050
<b>2.4</b>	<b>Preliminary Engineering Report</b>	\$59,792	\$73,103		\$132,895
<b>2.5</b>	<b>Design Services</b>	\$81,249	\$84,552		\$165,801
<b>2.6</b>	<b>Permitting Services</b>	\$40,969	\$69,255		\$110,224
<b>2.7</b>	<b>Construction Services</b>	\$TBD	\$TBD		STBD
	<b>PROFESSIONAL SERVICES TOTAL</b>	\$668,670			

The total PROJECT costs (Design, permitting, construction, and contingency) is \$18,663,220.

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## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

1. **LICENSES, PERMITS, FEES AND TAXES:**

Pursuant to section 218.80, Florida Statutes (2007), the County discloses to the Contractor the following permits and fees which will have to be obtained by and will be payable by the Contractor. Reimbursement will be included in Contingency Work pay item, and will be for the actual amount paid, as evidenced by official receipts from the offices collecting the fees. Permits are including but not limited to the following:

- A. License Fees: The Pinellas County Construction Licensing Board (PCCLB), an independent government agency, may require licensure or registration of a State of Florida Construction License. These are not Pinellas County Government fees, but the Contractor is hereby put on notice that fees may be required by the PCCLB. **License fees are not reimbursable.**
  - I. Permits and Associated Fees: Contractor will obtain all necessary permits and pay the associated permit fees
  - II. Impact Fees – if applicable are responsibility of the contractor.
  - III. Inspection Fees - Contractor will be responsible for all inspection fees.
  - IV. Other Permits or Fees required by the County for the Completion of the Work, if applicable.

The foregoing list of fees apply only to those fees imposed by the County or imposed by another governmental agency which has assigned or delegated the responsibility for issuance of permits, licenses and conduction of inspections and attendant collection of fees to the County. The Contractor is responsible for determining if other fees and permits are required by any other Federal, State, or local governmental entity, agency, or board.

- B. Compliance with Permit and Licenses Requirements: The Contractor shall comply with all applicable Local, State and Federal permit conditions and license requirements, applicable building and construction code requirements and such other rules and regulations as may apply to the prosecution of Work. Failure of the Contractor to comply with the above-specified requirements shall result in Contractor being prohibited from performing Work pursuant to this Agreement. Any additional costs incurred by the Contractor as a result of non-compliance shall be the responsibility of the Contractor and shall not be paid by the County. Additionally, Contractor shall be required to pay any fines due as a result of non-compliance with the applicable requirements.
2. **QUANTITIES REFLECTED IN PERMITTING DOCUMENTS:** Any construction items or quantities reflected in the permitting documents, if any, required for this Project are provided only for the purpose of enabling permitting authorities to assess the probable impact of the Project on environmental concerns, and are in no way intended to reflect or represent actual construction items or quantities for pay purposes.
3. **AFTER NOTICE OF AWARD TO CONTRACTOR:** Subsequent communications between the County and the Contractor shall be delivered to the County's representative. A preconstruction conference will be held following execution of the Contract Documents and prior to the Notice to Proceed.



## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

4. **INTENT OF THE CONTRACT DOCUMENTS:**

- A. It is the intent of the Contract Documents to describe a functionally complete Project (or portion thereof) to be constructed in accordance with the Contract Documents which combine to define the Scope of Work. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard Specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard Specification, manual, code, law or regulation in effect at the time the Work is performed, except as may be otherwise specifically stated herein.
- B. The Contract Documents and all referenced standards cited therein are essential parts of the Agreement requirements. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Project.
- C. Plans are intended to show general arrangements, design and extent of Work. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the Plans, Specifications or other Contract Document provisions, the Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the Design Professional/Engineer/Project Manager. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

- 5. **STORAGE OF MATERIALS:** Materials shall be so placed so as to permit easy access for proper inspection and identification of each shipment. Any material which has deteriorated, become damaged, or is otherwise unfit for use, as determined by the Design Professional/Engineer/Project Manager, shall not be used in the Work, and shall be removed from the site by the Contractor at its expense.
- 6. **SANITATION:** The Contractor shall provide and maintain adequate sanitary conveniences for the use of persons employed on the Work. These conveniences shall be maintained at all times without nuisance, and their use shall be strictly enforced. The location of these conveniences shall be subject to the Design Professional/Engineer/Project Manager's approval.
- 7. **ERRORS AND OMISSIONS:** The Contractor shall not take advantage of any apparent error or omission in the Contract Documents. If any errors and/or omissions appear in the Contract Documents, or construction stakeout, the Contractor shall immediately notify the Engineer, in writing, of such errors and/or omissions. In the event the Contractor knows or should have known of any errors and/or omissions and fails to provide such notification, it shall be deemed to have waived any claim for increased time or compensation it may have had and he shall be held responsible for the results and the costs of rectifying any such errors and/or omissions.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

8. **CONTRACTORS AND SUBCONTRACTORS:**A. Qualification

- I The Contractor shall assure that all personnel are competent, careful and reliable. All personnel must have sufficient skill and experience to properly perform the Work assigned them. All personnel shall have had sufficient experience to perform their assigned task properly and satisfactorily and to operate any equipment involved, and shall make due and proper effort to execute the Work in the manner prescribed in the Contract Documents, or the Design Professional/Engineer/Project Manager may take action as prescribed below.
- II Whenever the Design Professional/Engineer/Project Manager shall determine that any person is incompetent, unfaithful, intemperate, disorderly or insubordinate, such person shall upon notice, be discharged from the Work and shall not again be employed on it except with the written consent of the Design Professional/Engineer/Project Manager. Should the Contractor fail to remove such person or persons the Design Professional/Engineer/Project Manager may withhold all estimates which are or may become due, or may suspend the Work until such orders are complied with.

B. Identification

- I. Within ten (10) Calendar Days after the award of any subcontract, either by himself or a subcontractor, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a statement setting forth the name and address of the subcontractor and a summary description of the Work subcontracted.
- II. The Contractor shall be as fully responsible to the County for acts and omissions the subcontractor and of persons either directly or indirectly employed by the subcontractor, as the Contractor is for the acts and omissions of persons directly employed by the Contractor.

9. **AUTHORITY OF THE DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER AND DESIGN PROFESSIONAL/ENGINEER/PROJECT MANAGER'S DESIGNEES/REPRESENTATIVES**

- A. All Work shall be done in accordance with the Contract Documents.
- B. It is agreed by the parties hereto that the Design Professional/Engineer/Project Manager shall decide all questions, difficulties and disputes, of whatever nature, which may arise relative to the interpretation of the Plans, construction, prosecution and fulfillment of the Agreement, and as to the character, quality, amount and value of any Work done, and materials furnished, under or by reason of the Agreement.
- C. The County retains the right to inspect all Work to verify compliance with the Contract Documents. The Design Professional/Engineer/Project Manager may appoint such designees and/or representatives as desired. They shall be authorized to inspect all Work done and all materials furnished. This right of inspection in no way means or implies County control or other supervision over the Work done or the work site. This right is solely for the County's benefit and imposes no duties or responsibilities on the County and confers no rights on any other parties. Such inspection may extend to all or any part of the Work and to the manufacture, preparation or fabrication of the materials to be used. Such designees and/or representatives shall not be authorized to revoke, alter or waive any requirement of the Contract Documents.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- D. The designees and/or representatives shall be authorized to call to the attention of the Contractor any failure of the Work or materials to conform to the Contract Documents, and shall have the authority to reject materials or suspend the Work until any questions at issue can be referred to and decided by the Design Professional/Engineer/Project Manager. The Contractor shall be immediately notified in writing of any such suspension of the Work and such notice shall state in detail the reasons for the suspension. The presence of the inspector or other designee shall in no way lessen the responsibility of the Contractor.
- E. Contractor's Supervision
- I. Prosecution of Work: The Contractor shall give the Work the constant attention necessary to assure the scheduled progress and it shall cooperate fully with the Design Professional/Engineer/Project Manager and with other Contractors at Work in the vicinity.
- II Contractor's Superintendent:
- a. The Contractor shall at all times have on the Work as his agent, a competent superintendent capable of thoroughly interpreting the Plans and Specifications and thoroughly experienced in the type of Work being performed, who shall receive the instructions from the Design Professional/Engineer/Project Manager or his/her authorized representatives. The superintendent shall have full authority to execute the orders or directions of the Design Professional/Engineer/Project Manager and to supply promptly any materials, tools, equipment, labor and incidentals which may be required. Such superintendence shall be furnished regardless of the amount of Work sublet.
- b. The Contractor's superintendent shall speak and understand English, and at least one responsible person who speaks and understands English shall be on the Project during all working hours.
- III. Supervision for Emergencies: The Contractor shall have a responsible person available at or reasonably near the work site on a twenty-four (24) hour basis, seven (7) days a week, in order that he/she may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision for emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies along with a description of the Project location to the Florida Highway Patrol and all other local law enforcement agencies.
- IV. Worksite Traffic Supervisor: (When the work involves road construction/reconstruction or changes affect normal traffic patterns)
- a. The Contractor shall have a Worksite Traffic Supervisor who will be responsible for initiating, installing and maintaining all traffic control devices as described in Section 102 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, and in the Plans. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by the American Traffic Safety Services Association Worksite Traffic Supervisor Certification Program or an equal approved by the Florida Department of Transportation. Approved alternate Worksite Traffic Supervisors may be used when necessary.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- b. The Worksite Traffic Supervisor shall be available on a twenty-four (24) hour per day basis and shall review the Project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure that routine deficiencies are corrected within a 24-hour period.
- c. The Worksite Traffic Supervisor shall be available on the site within forty-five (45) minutes after notification of an emergency situation, prepared to positively respond to repair the Work zone traffic control or to provide alternate traffic arrangements.
- d. Failure of the Worksite Traffic Supervisor to comply with the provisions of the Sub-article may be grounds for decertification or removal from the Project or both. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities except traffic and erosion control and such other activities deemed to be necessary for Project maintenance.

F. General Inspection Requirements

- I. Cooperation by the Contractor: No Work shall be done nor materials used, without suitable supervision or inspection by the Design Professional/Engineer/Project Manager or his/her representative, and the Contractor shall furnish the Design Professional/Engineer/Project Manager with every reasonable facility for ascertaining whether the Work performed and materials used are in accordance with the requirements and intent of the Plans and Specifications. If the Design Professional/Engineer/Project Manager so requests, the Contractor shall, at any time before final acceptance of the Work, remove or uncover such portions of the finished Work as may be directed. After examination, the Contractor shall restore the uncovered portions of the Work to the standard required by the Specifications. Should the Work so exposed or examined prove unacceptable, the uncover or removal, and the replacing of the covering or making good of the parts removed, shall be at the Contractor's expense. However, should the Work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed, shall be paid for as unforeseeable Work.
- II. Failure of the Design Professional/Engineer/Project Manager to Reject Work During Construction: If, during or prior to construction operations, the Design Professional/Engineer/Project Manager should fail to reject defective Work or materials, whether from lack of discovery of such defect or for any other reason, such initial failure to reject shall in no way prevent his/her later rejection when such defect is discovered, or obligate the County to final acceptance, and the Contractor shall make no claim for losses suffered due to any necessary removals or repairs of such defects.
- III. Failure to Remove and Renew Defective Materials and Work:
  - a. Should the Contractor fail or refuse to remove and renew any defective materials used or Work performed, or to make any necessary corrections in an acceptable manner and in accordance with the requirements of the Specifications, within the time indicated in writing, the Design Professional/Engineer/Project Manager shall have the authority to cause the unacceptable or defective materials or Work to be repaired, removed and renewed, as may be necessary; all at the Contractor's expense.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- b. Any expense incurred by the County in making these repairs, removals, or renewals, which the Contractor has failed or refused to make, shall be paid for out of any moneys due or which may become due the Contractor, or may be charged against the Performance Bond. Continued failure or refusal on the part of the Contractor to make any or all necessary repairs promptly, fully and in an acceptable manner shall be sufficient cause for the County, at its option, to perform the Work with its own organization, or to contract with any other individual, firm or corporation to perform the Work. All costs and expenses incurred thereby shall be charged against the defaulting Contractor and the amount thereof deducted from any moneys due or which may become due him, or shall be charged against the applicable bond. Any Work performed subsequent to forfeiture of the Agreement, as described in this Paragraph, shall not relieve the Contractor in any way of its responsibility for the Work performed by it.
- IV. Inspection by the Federal Government: When the Work involves the Federal Government, the Federal Government is to pay a cost portion of construction. The construction Work will be subject to inspection by its representatives as they may deem necessary. Such inspection will in no case make the Federal Government a party to Agreement.

## 10. CONTRACT TIME AND TIME EXTENSIONS

- A. The Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material suppliers, as well as coordinate its Work with the Work of other contractors so that his Work or the Work of others shall not be delayed or impaired by any act or omission of any act by a Contractor. The Contractor shall coordinate and schedule the Work to allow, without delays to the Contract, for any sampling and testing activities deemed necessary by the Design Professional/Engineer/Project Manager. The Contractor shall be solely responsible for all construction means methods, techniques, sequences and procedures, as well as coordination of all portions of the Work under the Contract Documents.
- B. Should the Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Design Professional/Engineer/Project Manager in writing within two (2) Regular Work Days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request the time extension. It is the contractor's responsibility to safely and appropriately secure the worksite prior to the approach of unfavorable weather conditions such as the onset of a tropical storm, hurricane, or similar event.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- C. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatsoever, including those for which the County may be responsible, in whole or in part, shall relieve the Contractor of his duty to perform or give rise to any right to damages or additional compensation from the County. It being expressly acknowledged and agreed by the parties hereto that the Contractor shall receive no damages for delay. The Contractor's sole remedy, if any, against the County shall be the right to seek an extension to the Contract Time. Such extensions of time will not be granted for delays caused by unfavorable weather, ground conditions related to the weather, inadequate construction force or for the failure of the Contractor to timely order equipment or materials.
- D. If the Contractor complies with the two (2) Regular Work Days notice requirement, the Design Professional/Engineer/Project Manager shall ascertain the facts and the extent of the delay being claimed and recommend to the County an extension to the Contract Time when, in the Design Professional/Engineer/Project Manager's sole judgment, the findings of fact justify such an extension, and the Design Professional/Engineer/Project Managers finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Design Professional/Engineer/Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact. Extensions of the Contract Time must be authorized by Change Order approved by the County.

**11. PROSECUTION OF WORK ON SATURDAYS, SUNDAYS AND RECOGNIZED HOLIDAYS**

- A. All Work must be done during Regular Work Day hours (7:00 AM to 9:00 PM) Monday through Saturday. The County may require alternative Work hours due to specific individual Project conditions when necessary. Work will not be done beyond hours specified herein or on Sundays or holidays unless authorized in advance by the Design Professional/Engineer/Project Manager to meet special requirements. Contractor must comply with all applicable laws, including but not limited to, the County noise ordinance, at all times.
- B. Work will not be permitted on Sundays and recognized County holidays unless permission to Work has been requested in writing by the Contractor and approval, in writing, has been granted by the Design Professional/Engineer/Project Manager. Request for permission to Work must be received by the Design Professional/Engineer/Project Manager no less than twenty-four (24) hours prior to the Regular Work Day.

No work will be permitted on New Years Day, Independence Day, Thanksgiving Day or Christmas Day. When approval is granted in accordance with the provisions stated above, Work shall be allowed on Martin Luther King Day, Memorial Day, Labor Day, Veterans Day and the Friday after Thanksgiving Day. If Christmas or New Years Day falls on Tuesday or Thursday, the preceding Monday or the following Friday shall be recognized as a holiday also. If any recognized County holiday shall fall on a Saturday, the preceding Friday shall be observed as a holiday. If any recognized County holiday shall fall on a Sunday, the following Monday shall be observed as a holiday.

- C. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED DOLLARS (\$100.00) per man hour (Begins at 12:00 AM and ends 11:59 PM Sunday night) for each Sunday on which the Contractor Works.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- D. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED TWENTY NINE DOLLARS (\$129.00) per man hour (Begins at 9:00 PM and ends 6:59 AM) for each day on which the Contractor Works extended hours beyond the regular working hours as defined in item A above.
- E. The Contractor shall pay to the County, as reimbursement of costs incurred by the County, the sum of ONE HUNDRED TWENTY NINE DOLLARS (\$129.00) per man hour for each recognized County holiday (begins at 12:00 AM and ends at 11:59 PM on holiday night) on which the Contractor Works.
- F. Payment to the County of such sums as may become payable under the provisions of this paragraph shall be made by identifying the said sums as a credit item on the Contractor's pay estimate for the period during which the liability for the sums occurred. The credit item shall show the total number of days applicable under (E) and/or (F) above, times the corresponding per day or per hour cost.

## 12. LIQUIDATED DAMAGES

- A. The County and the Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not completed within the time specified.
- B. The County shall be entitled to assess, as liquidated damages, but not as a penalty, **\$1,088.00** for each Calendar Day after the Contract Time. Liquidated damages shall not be assessed for delays during the permitting process that are completely out of the control of the Contractor. The Project shall be deemed to be completed on the date the Work is deemed complete to the satisfaction of the Design Professional/Engineer/Project Manager. The Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above-noted liquidated damages as a penalty. The parties agree that the liquidated damages sum represents a fair and reasonable estimate of the County's actual damages at the time of contracting if the Contractor fails to complete the Work in a timely manner.

## 13. PINELLAS COUNTY'S COMMITMENT TO SAFETY

- A. All work shall be completed in a safe manner and consideration for cost of any equipment needed to perform contract in a safe manner, including personal protection equipment, shall be included in the contract Proposal.
- B. If County discovers an unsafe act or condition in contractor's performance under this contract, County shall inform Design Professional/Engineer/Project Manager of unsafe act or condition. If unsafe act or condition poses the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to stop work until unsafe act or condition is remedied. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 21.B. If unsafe act or condition is does not pose the threat of imminent danger, Design Professional/Engineer/Project Manager shall be authorized to require contractor remedy the unsafe act or unsafe condition as soon as possible, but in no event later than three (3) Calendar Days from date of notice. No time extension shall be allowed. If remedy causes contractor to fail to meet the time specified, County shall be entitled to liquidated damages as outlined under 12.B.

## 14. CHANGES IN THE WORK

- A. Without invalidating the Agreement, the Design Professional/Engineer/Project Manager may at any time, by Change Order, direct extra Work within the general scope or alter the Work by addition or deduction of items that do not alter the scope of the Work. Such changes may be

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

effected by Change Order. Such changes shall be binding on the Contractor. No officer, employee, or agent of the County is authorized to direct any extra or change Work orally.

- B. If changes to the Scope of the Work are required or if the Contract time or the total Contract Amount is increased by the additional Work, a Change Order approved by the Board will be required.
- C. The value of such extra Work or change shall be determined by schedule of values if applicable unit values are set forth in the Agreement. The amount of the change shall be computed from such values and added to or deducted from the Agreement Amount. If the applicable unit values are not in the Contract, the value of such extra Work or change shall be determined by negotiation.
- D. Should a Change Order be required, and the County and the Contractor are unable to agree on the requested change, the Contractor shall, nevertheless, promptly perform the change as directed in writing by the Design Professional/Engineer/Project Manager. If the Contractor disagrees with the Design Professional/Engineer/Project Manager's adjustment determination, the Contractor must make a claim pursuant to the Claims and Dispute Section herein, or else be deemed to have waived any claim on this matter it might otherwise have had.
- E. For new Work not covered by schedule of values, the amount of an increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total overall maximum markup of fifteen percent (15%) of the amount of change Work. Sales and use taxes are not subject to the markup allowance. Material provided by the Contractor, for use by the Subcontractor, is only allowed the ten percent (10%) markup by the Contractor. All compensation due the Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.
- F. In an emergency endangering life or property, or as expressly set forth herein, the Design Professional/Engineer/Project Manager has the authority to order the necessary Work in writing. The County shall not be liable to the Contractor for any increased compensation without such written emergency order. The payment authorized by a written emergency order shall represent full and complete compensation to the Contractor for labor, materials, incidental expenses, overhead, profit, impact costs, and time associated with the Work authorized by such written emergency order.
- G. Execution by the Contractor of a properly authorized Change Order (see Appendix Sample Change Order) shall be considered a waiver of all claims or requests for additional time or compensation for any activities prior to the time of execution related to items included in the Change Order.

**15. CLAIMS AND DISPUTES**

- A. The responsibility to substantiate a claim shall rest with the party making the Claim.



## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- B. Claims by the Contractor shall be made in writing to the Design Professional/Engineer/Project Manager within two (2) regular Work days after the commencement of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the claim. Written supporting data shall be submitted to the Design Professional/Engineer/Project Manager within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All Claims shall be priced in accordance with provisions of the section in this document entitled *Changes in the Work*.
- C. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the Contract Documents during the pendency of any Claim.

## 16. MEASUREMENT AND PAYMENT

- A. All Work completed under the terms of this Agreement shall be measured according to United States Standard Measures.
- B. All measurements shall be taken horizontally or vertically, unless specifically provided otherwise.
- C. In the measurement of items to be paid for on the basis of area of finished Work, when the pay quantity is designated to be determined by calculation, the lengths and/or widths to be used in the calculations shall be the station-to-station dimensions shown on the Plans, the station-to-station dimensions actually constructed within the limits designated by the Design Professional/Engineer/Project Manager, or the final dimensions measured of the completed Work within the lines shown on the Plans or designated by the Design Professional/Engineer/Project Manager. The method, or combination of methods, shall be those which reflect with reasonable accuracy the actual area of finished Work as determined and authorized by the Design Professional/Engineer/Project Manager.
- D. No payment will be made for either construction over a greater area than authorized, or for material moved from outside of stakes and data shown on the Plans, except when such Work is performed upon instructions of the Design Professional/Engineer/Project Manager.
- E. The Contractor shall accept compensation provided under the terms of this Agreement as full payment for furnishing all materials and for performing all Work contemplated and embraced under this Agreement. Such compensation shall also be for any and all loss or damage arising out of the nature of the Work or from the action of the elements, or from any unforeseen difficulties or obstructions encountered during the Agreement Time until final acceptance by the County.
- F. Whenever any change, or combination of changes in the Plans, results in an increase or decrease in the original Contract quantities, and the Work added or decreased/eliminated is of the same general character as that called for in the Plans, the Contractor shall accept payment in full at the original schedule of values for the actual quantity of Work performed, with no allowance for any loss of anticipated profits.
- G. Where the pay quantity for an item is designated to be Lump Sum, and the Plans or Specifications indicate an estimated quantity, compensation for that item will be adjusted proportionately if a plan change results in a significant change in the quantity from such estimated plan quantity.

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- H. Failure to construct any item to plan or authorized dimensions within the Specification tolerances shall result in reconstruction by the Contractor to acceptable tolerances at no additional cost to the County, acceptance at no pay, or acceptance at reduced final pay as determined by the Design Professional/Engineer/Project Manager. Adjustments to final pay for those items designated to be paid on the basis of Lump Sum quantity under these provisions shall not be made unless such adjustments results in an aggregate change per item of more than \$1,000.00 for earthwork items, or more than \$100.00 for any other item.
- I. At the discretion of the Design Professional/Engineer/Project Manager, the County will allow partial payments for new materials that will be permanently incorporated into the Project and are stored in approved locations in the Project vicinity. Said materials are described as having the greatest impact on completing the Project on time; and can fluctuate as the Project progresses. Contractor shall store materials so that they will not be damaged by the elements and in a manner that identifies the Project on which they are to be used. The following conditions apply to all payments for stored materials.
  - I. There must be reasonable assurance that the stored material will be incorporated into the specific Project on which partial payment is made.
  - II. The stored material must be approved as meeting applicable Specifications.
  - III. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the Project.
  - IV. The Contractor shall furnish the County with copies of certified invoices to document the value of the materials received. The contractor's documentation for stored materials payment shall also include a reconciliation of the beginning balance, materials purchased, materials used, and ending balance. The amount of the partial payment will be determined from invoices for the material not to exceed one half of the unit value proposed in the Contract.
  - V. Deliver charges for materials delivered to the jobsite will be included in partial payments if properly documented on the certified invoices for the materials received.
  - VI. Partial payments will not be made for materials which were stored prior to award of the Contract for the Project.
  - VII. If payment is made the materials shall become the property of the County. The Contractor shall be responsible for loss or theft and shall replace, at the Contractor's expense, any such materials lost for any reason.

**17. PAYMENTS TO CONTRACTOR (where and when applicable may include below language)**

- A. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager, for its review and approval, a Schedule of Values based upon the "Contract Amount" and the Construction Progress Schedule numbering system format listing the major elements of the Work and the dollar value for each element. After its approval by the County, this Schedule of Values shall be used as the basis for Contractor's monthly Application for Payment. This Schedule shall be updated and submitted each month to the Design Professional/Engineer/Project Manager along with a completed and notarized copy of the Application for Payment and any Payment Continuation forms.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- B. Prior to submitting its first monthly Application for Payment, Contractor shall submit to the Design Professional/Engineer/Project Manager a complete list of all of its proposed subcontractors and materialmen, showing the Work and materials involved and the dollar amount of each proposed subcontract and purchase order. The first Application for Payment shall be submitted no earlier than thirty (30) days after the Commencement Date.
- C. If payment is requested on the basis of materials and equipment not incorporated into the Work, but delivered and suitably stored at the site or at another location agreed to by the Design Professional/Engineer/Project Manager in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the County has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect the County's interest therein, all of which shall be subject to the County's satisfaction. Contractor shall complete a Schedule of Stored Materials form.
- D. Contractor shall submit three (3) notarized original copies of its monthly Application for Payment to Design Professional/Engineer/Project Manager for Work performed during the previous month. Invoices received after the previous month Application for Payment shall be considered for payment as part of the next month's application. Within ten (10) Calendar Days after receipt of each Application for Payment, Design Professional/Engineer/Project Manager shall submit to the County the approved Application for Payment in the amount recommended by Design Professional/Engineer/Project Manager as being due and owing Contractor. The County shall pay Contractor that portion of Design Professional/Engineer/Project Manager's approved Application for Payment, which the County approves as being due and owing Contractor in accordance with §218.70-79, Florida Statutes ("Local Government Prompt Payment Act").
- E. Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's Work.
- F. Monthly payments will be made to the Contractor. Estimates of quantities will be prepared monthly by the Contractor, based on unit values or the Schedule of Values, as applicable to the Project. The Design Professional/Engineer/Project Manager's project representative will be required to verify these estimates with the Contractor and sign the estimate in agreement. The payment estimate will then be checked by the Design Professional/Engineer/Project Manager, who will reconfirm with the Contractor any required corrections, before further processing of payments.
- G. Progress Payments: If progress satisfactory to the County is being made by the Contractor, the Contractor will receive partial payments on this Agreement as the Work progresses, based upon estimates of the amount of Work done less payments previously made. Neither progress payment nor partial or entire use or occupancy of the Project by the County shall constitute an acceptance of Work not in accordance with the Contract Documents. The County, prior to making of any payment, may require the Contractor to furnish a certificate or other evidence showing the amount of Work done or completed at that time.
- H. Invoices: **See Exhibit F General Conditions Payments/Invoices**

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

## 18. ACCEPTANCE AND FINAL PAYMENT

- A. Final Inspection: Whenever all materials have been furnished, all Work has been performed, and the construction specified by the Contract has been satisfactorily completed, the Consultant and Engineer/Project Manager will make the final inspection.
- B. Maintenance of Work: The Contractor shall maintain all Work in first-class condition until final inspection is completed and accepted by the Design Professional/Engineer/Project Manager. All Bonds and Insurance shall be maintained until Final Acceptance by the County.
- C. Substantial Completion: When the Work, or any portion thereof, as designated by the County is sufficiently complete, in accordance with the Contract Documents, and is ready for its intended use, the Design Professional/Engineer/Project Manager and any other invited parties shall make an inspection of the Work or portion thereof so designated as complete to verify its completeness and develop a Punch List of items needing completion or correction before final payment can be made. The County shall have the right to exclude the Contractor from these portions of the Work designated as complete after the inspection, however, the Contractor will have reasonable access to complete or correct items on the Punch List. The Punch List shall be completed by the Design Professional/Engineer/Project Manager within the timeframes provided by Florida Statute Section 218.735(7)(a).
- D. Final Acceptance
  - I. Whenever the Work provided for under the Agreement has been completely performed by the Contractor, and the final inspection has been made by the Design Professional/Engineer/Project Manager, a final pay request showing the value of the Work will be prepared by the Design Professional/Engineer/Project Manager as soon as the necessary measurements and computations can be made. All prior estimates and payments shall be subject to correction in the final estimate and payment. The amount of this estimate, less any sums that may have been deducted or retained under the provisions of the Agreement, will be paid to the Contractor as soon as practicable, after the Contractor has furnished a sworn Affidavit, to the effect that all bills are paid and no suits are pending, and after the Contractor has agreed in writing to accept the balance due, as determined by the County, as full settlement of its account under Agreement and of all claims in connection therewith.
  - II. The surety on the Contract bonds consents, by completion of its portion of the affidavit and surety release subsequent to the Contractor's completion of its portion, to final payment to the Contractor and agrees that the making of such payment shall not relieve the surety of any of its obligations under the bonds.
- E. Waiver of Claims
  - I. The Contractor's acceptance of final payment shall constitute a full waiver of any and all Claims by the Contractor against the County arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the Contractor as unsettled at the time the final estimate is prepared.
  - II. Neither the acceptance of the Work nor payment by the County shall be deemed to be a waiver of the County's rights to enforce any continuing obligations of the Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- F. Termination of Contractor's Responsibility: The Agreement will be considered complete when all Work has been completed and has been accepted by the Board. The Contractor will then be released from further obligation except as set forth in his bonds and in this Division.
- G. Recovery Rights, Subsequent to Final Payment: The County reserves the right, should an error be discovered in the partial or final estimates, or should proof of defective Work or materials used by or on the part of the Contractor be discovered after the final payment has been made, to claim and recover from the Contractor or its surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.
19. **PAYMENTS WITHHELD**: To the maximum extent permitted by §218.735, Florida Statutes (2007), the Design Professional/Engineer/Project Manager may decline to certify for payment or County may decline to approve any Certificate for Payment, or portions thereof issued by Design Professional/Engineer/Project Manager, because of subsequently discovered evidence or subsequent inspections. County may nullify the whole or any part of any Certificate for Payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or un-liquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.
20. **COVENANT AGAINST CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the County shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement Amount or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
21. **LANDS FOR WORK AND ACCESS THERETO**
- A. The County will furnish and define the limits of land for access to the construction site and for the site proper. All information shown in the Contract Documents constitutes the extent of land provided by the County. Any and all other lands required by the Contractor shall be procured by the Contractor at the Contractor's expense.
- B. As the work progresses, the Contractor shall keep the site reasonably clear of rubbish, trash, waste and other disposable materials on a daily basis. If the Contractor allows the site to become littered and unsightly, any payments otherwise due may be withheld until the Contractor cleans up the site to the satisfaction of the Design Professional/Engineer/Project Manager. If the Contractor fails to clean-up the site, the County may choose to clean-up the site at the Contractor's expense.

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- C. Temporary buildings (storage sheds, shops, offices, etc.) may be erected by the Contractor only with the approval of the Design Professional/Engineer/Project Manager after obtaining necessary permits, and shall be built with labor and materials furnished by the Contractor without expense to the County. Such temporary buildings and/or utilities shall remain the property of the Contractor and will be removed by the Contractor at its expense upon the completion of the Work. With the written consent of the Design Professional/Engineer/Project Manager, such buildings and/or utilities may be abandoned and need not be removed.
- D. The Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. The Contractor shall assume full responsibility for any damage to any such land or area, or to the County or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

## 22. SITE INVESTIGATION

- A. Each Contractor shall visit the site of the proposed Work and fully acquaint itself with conditions relating to construction and labor so that it may fully understand the facilities, difficulties and restrictions attending the execution of Work under the Agreement. The Contractor shall thoroughly examine and be familiar with the Contract Documents. Failure or omission of the Contractor to receive or examine any form, instrument, addendum or other documents, or to visit the site and acquaint himself with conditions existing thereon, shall in no way relieve the Contractor from any obligation with respect to the Agreement. Pinellas County does not warrant the accuracy or completeness of these reports, soil samples, or any other site condition information or data made available including, but not limited to, underground utility location. The submission of a proposal shall be taken as prima-facie evidence of compliance with this section.
- B. The Contractor acknowledges that he has satisfied himself as to the nature and location of the Work; the general and local conditions, including but not restricted to, those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the conformation and conditions of the ground; the character of equipment and facilities needed preliminary to and during prosecution of the Work.
- C. The Contractor further acknowledges that it has satisfied itself as to the character, quality and quantity of surface and subsurface materials, obstacles, or conditions to be encountered.
- D. Any failure by the Contractor to acquaint itself with any aspect of the Work or with any of the applicable conditions shall not relieve the Contractor from responsibility for adequately evaluating the difficulty or cost of successfully performing the Work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.
- E. The County assumes no responsibility for any conclusions or interpretations made by the Contractor on the basis of the information made available by the County. The County also assumes no responsibility for any understanding or representations made by its officers or agents during or prior to the execution of this Agreement, unless such understanding or interpretations are made in writing.

## 23. PROTECTION OF EXISTING STRUCTURES, UTILITIES, WORK AND VEGETATION

- A. Location of existing structures and utilities provided in the Contract Documents are approximate only. Any damage to existing structures or Work of any kind, or the interruption of a utility service resulting from failure to comply with the requirements of the Contract Documents, shall be repaired or restored promptly by, and at the expense of the Contractor.

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- B. The Contractor will preserve and protect all existing vegetation such as trees, shrubs and grass on or adjacent to the site which do not unreasonably interfere with the construction as may be determined by the Design Professional/Engineer/Project Manager. The Contractor will be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment.
- C. The Contractor's attention is directed to the fact that Type "A" or Type "B" TREE PROTECTION BARRIERS, as per Pinellas County Design Professional/Engineer/Project Manager Department Index No. 1111, shall be constructed when called for on the Plans, or as directed by the Design Professional/Engineer/Project Manager. Barriers shall be maintained in place until their removal is directed by the Design Professional/Engineer/Project Manager.
- D. Care will be taken by the Contractor in felling trees authorized for removal to avoid unnecessary damage to vegetation that is to remain in place. Any limbs or branches of trees broken during such operations shall be trimmed without cutting into the trunk and left with a clean cut and a small stub. The Contractor will be liable for, or may be required to replace or restore at its own expense, all vegetation that may be destroyed or damaged due to the Contractor's failure to protect and preserve same as required herein.
- E. Where the Contractor hauls material or equipment to the Project over roads and bridges on the State road system, County road system or City street system, and such use causes damage, the Contractor shall immediately, at its expense, repair such road or bridge to as good a condition as before the hauling began. Such hauling shall be conducted in accordance with all applicable environmental and safety regulations.
- F. The Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If the Contractor or any one for whom the Contractor is legally liable for is responsible for any loss or damage to the Work, or other Work or materials of the County or County's separate contractors, the Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due the Contractor.
- G. The Contractor shall not disturb any benchmark established by the County with respect to the Project. If the Contractor, or its subcontractors, agents or any one for whom the Contractor is legally liable, disturbs County benchmarks, the Contractor shall immediately notify the Design Professional/Engineer/Project Manager. The County shall have the benchmarks reestablished and the Contractor shall be liable for all costs incurred by the County associated therewith.

24. **OTHER WORK**

- A. The Contractor will cooperate with County forces or others who may be engaged in authorized Work prior to final completion of the Project.
- B. The Contractor shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and that service rendered by these parties will not be interrupted.

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## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- C. The County may perform other Work related to the Project at the site by the County's own forces, have other Work performed by utility owners or let other direct contracts. If the fact that such other Work is to be performed is not noted in the Contract Documents, notice thereof will be given to the Contractor. If the Contractor believes that such performance will involve additional expense to the Contractor or require additional time, the Contractor shall send written notice of that fact to the County and the Design Professional/Engineer/Project Manager within forty- eight (48) hours of being notified of the other Work. If the Contractor fails to send the above required forty-eight (48) hour notice, the Contractor will be deemed to have waived any rights it otherwise may have had to seek an extension to the Agreement Time or adjustment to the Agreement Amount.

The Contractor shall afford each utility owner and other contractors (or the County, if the County is performing the additional Work with the County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such Work and shall properly connect and coordinate its Work with theirs. The Contractor shall not endanger any Work of others by cutting, excavating or otherwise altering their Work and will only cut or alter their Work with the written consent of the Design Professional/Engineer/Project Manager and the others whose Work will be affected.

- D. If any part of the Contractor's Work depends, for proper execution or results, upon the Work of any other contractor other than a subcontractor or utility owner, the Contractor shall inspect and promptly report to the Design Professional/Engineer/Project Manager, in writing, any delays, defects or other problems in such other Work that render it impossible for the Contractor to obtain proper execution or results. The Contractor's failure to report will constitute an acceptance of the other Work as fit and proper for integration with the Contractor's Work.



## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

## 25. SUBMITTALS AFTER AWARD

## A. Schedule

- I. At or before the preconstruction conference, the Contractor shall submit a preliminary Construction Progress Schedule to the Design Professional/Engineer/Project Manager. The County will review the schedule and provide the Contractor with comments. Within ten (10) days after receipt of the County's comments, the Contractor shall deliver to the Design Professional/Engineer/Project Manager a Construction Progress Schedule in a form satisfactory to the Design Professional/Engineer/Project Manager and showing the proposed dates of commencement and completion of each of the various subdivisions of Work. At or before the Preconstruction Conference, the Contractor shall provide to the County a breakdown of estimated monthly payments for the entire duration of the Agreement period.
- II. For lump sum items within Section E, the Contractor shall also furnish the Design Professional/Engineer/Project Manager with a detailed estimate giving a complete breakdown of the value of items of Work to be paid for the purpose of making partial payments thereon. The values employed in making up this estimate and the schedule will be used only for determining the basis of partial payment and will not be considered as fixing a basis for additions to or deductions from the Agreement Amount.
- III. The Construction Progress Schedule shall be updated monthly by the Contractor. All updates to the Construction Progress Schedule shall be subject to the Design Professional/Engineer/Project Manager's review and County's written approval. Contractor shall submit the updates to the Progress Schedule with its monthly applications for payment noted below. Contractor's submittal of these monthly updates and Design Professional/Engineer/Project Manager's written approval of same shall be a condition precedent to County's obligation to pay Contractor.
- IV. The Work shall be planned and carried out so as to minimize the interruption of existing services, and/or traffic, or as directed by the Design Professional/Engineer/Project Manager.

- B. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop Plans, data, test results, schedules and samples. Contractor shall submit all such materials at its own expense and in such form and manner as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof. Incomplete submittals will be returned to the Contractor. The Design Professional/Engineer/Project Manager will record time for submittals handled more than twice. The Contractor shall reimburse the County for charges of the Design Professional/Engineer/Project Manager and his/her consultants for providing more than two reviews of submittals.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- C. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by the Design Professional/Engineer/Project Manager if sufficient information is submitted by Contractor to allow the Design Professional/Engineer/Project Manager to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by Design Professional/Engineer/Project Manager from anyone other than Contractor and all such requests must be submitted by Contractor to Design Professional/Engineer/Project Manager within thirty (30) calendar days after notice of award is received by Contractor.
- D. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to Design Professional/Engineer/Project Manager for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the Design Professional/Engineer/Project Manager in evaluating the proposed substitute. Design Professional/Engineer/Project Manager may require Contractor to furnish, at Contractor's expense, additional data about the proposed substitute.
- E. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by Contract Documents, Contractor may furnish or utilize a substitute means, method, technique, sequence or procedure of construction acceptable to Design Professional/Engineer/Project Manager, if Contractor submits sufficient information to allow Design Professional/Engineer/Project Manager to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the Design Professional/Engineer/Project Manager shall be the same as those provided herein for substitute materials and equipment.
- F. Design Professional/Engineer/Project Manager shall be allowed a reasonable time within which to evaluate each proposed substitute. Design Professional/Engineer/Project Manager shall be the sole judge of the acceptability of any substitute. No substitute shall be ordered, installed or utilized without the Design Professional/Engineer/Project Manager's prior written acceptance which shall be evidenced by either a Change Order or an approved submittal. County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute. Design Professional/Engineer/Project Manager will record time required by Design Professional/Engineer/Project Manager and Design Professional/Engineer/Project Manager's consultants in evaluating substitutions proposed by Contractor and making changes in the Contract Documents occasioned thereby. Whether or not County accepts a proposed substitute, Contractor shall reimburse County for the charges of Design Professional/Engineer and Engineers consultant(s) for evaluating each proposed substitute.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

## G. Shop Plans/Working Plans

- I. Seven (7) complete sets of detailed shop or working Plans shall be furnished by the prime Contractor to the Design Professional/Engineer/Project Manager for review and processing. The submittal shall include all details, computations, materials, loads, stresses, member sizes, deflections and temporary connections for pre-casting or any other relevant information on details necessary for review.
- II. All shop, working and erection Plans prepared by the Contractor or its subcontractor, fabricator or supplier shall be REVIEWED, DATED, STAMPED, APPROVED, SEALED (if required), and SIGNED BY THE CONTRACTOR prior to submission for review to the Design Professional/Engineer/Project Manager. By approving and submitting shop or working Plans, the Contractor represents that it has verified Work requirements, field measurements, construction criteria, sequence of assembly and erection, access and clearances, catalog numbers and other similar data. Each submission shall indicate the Specification section or Proposal item number and page and/or sheet number to which the submission applies. Under no circumstances will submittals be accepted from subcontractors. The Contractor shall indicate on the working, shop and erection Plans all deviations from the Contract Documents and shall itemize all deviations in the letter of transmittal.
- III. Submittals shall be made to the Design Professional/Engineer/Project Manager and will be distributed to the appropriate parties, as applicable. The Contractor shall identify each submittal by title on the form provided by the Design Professional/Engineer/Project Manager. All submittals are to be transmitted in an expeditious manner to ensure "next day delivery". After they have been reviewed by the Design Professional/Engineer/Project Manager, all submittals shall be stamped either "no exceptions," "exceptions noted" or "rejected" with resubmittal required and returned to the Contractor.
- IV. Prior to receipt of the reviewed shop or working Plans from the County, Work done or materials ordered for items covered by the Plans shall be done at the Contractor's risk.
- V. All submittals by the Contractor shall be made sufficiently in advance of the scheduled start of the applicable construction operation to allow for shop Plans review and for Contractor action required in addressing review comments. The review period shall begin on the day the submittal is received in the office of the Design Professional/Engineer/Project Manager and shall be completed on the day the Design Professional/Engineer/Project Manager transmits reviewed Plans to the Contractor.
- VI. The Contractor shall schedule the submission of shop drawing sheets (to be discussed at the pre-construction meeting) so that approximately twenty-one (21) days are allowed for review by the Engineer and Consultant for routine Work. For more complex Work, the number of copies and the scheduled time for review shall be increased proportionately to the complexity of the Work. Contractor submittals that are to be considered as complex and requiring proportionately greater review time include, but are not limited to, the following:
  - a. Contractor submittals of alternative design features or modifications to the original design.
  - b. Contractor submittals of complex designs, unusual construction or equipment and methods requiring analysis of design calculations.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

## H. Materials

- I. Delivery Tickets: The Contractor shall submit a copy of all delivery tickets for materials used on the Project, regardless of the basis of payment.
  - II. Job Mix Formula for Asphaltic Concrete: Attention is directed to the provisions of the "PINELLAS COUNTY, FLORIDA - SPECIFICATIONS FOR HOT BITUMINOUS MIXTURES, PLANT METHODS, EQUIPMENT AND CONSTRUCTION METHODS, latest edition," which require the submission of job mix formulas for asphaltic concrete, of the type specified, at least fourteen (14) days before plant operations begin. The submitted formula shall be approved by the Design Professional/Engineer/Project Manager. The Contractor shall prepare the mix formula to be submitted to the Design Professional/Engineer/Project Manager.
  - III. Job Mix Formula for Portland Cement Concrete: Attention is directed to the requirement that job mix design formulas for all Portland Cement Concrete, of the type specified, be submitted at least fourteen (14) days prior to use on the Project. The submitted formulas shall be approved by the County and/or its agents prior to its use. All concrete mix designs shall meet Florida D.O.T. Concrete Class mix guidelines or the requirements included in the Technical Specifications included in these Contract Documents.
  - IV. All Job mix formulas shall be submitted to the Design Professional/Engineer/Project Manager.
  - VIII. Concrete Box Culverts, Pipes, Drainage Structures: The Contractor shall submit written documentation that materials meet the minimum requirements of the technical specifications, including copies of supplier's testing results. No payment for the applicable pay item under the Agreement (i.e., Box Culvert, Pipe, Drainage structure, etc.) shall be made to the Contractor until written documentation of the specified minimum requirements is received by the Design Professional/Engineer/Project Manager.
    - a. The Contractor will provide 8" X 10" color photographs of the Project in its preconstruction condition and for unusual conditions during construction. The photographs will show all pertinent physical features within the construction limits before construction begins. The Contractor will furnish two copies of all pictures to the County. The Contractor shall provide a hard copy and a digital copy for submittal. The Contractor will provide a preconstruction video of all physical features within the construction limits before construction begins. The Contractor will furnish two copies of the video in DVD format
26. **DRAINAGE**: The Contractor shall so conduct its operations and maintain the Work in such condition that adequate drainage will be in effect at all times.
27. **SURVEY AND LAYOUT – The requirements below (A-H), shall only be applicable when there is a pay item in the Schedule of Values for the Contractor to perform the Survey and Layout. If there is no separate pay item in the Schedule of Values for “Survey and Layout by Contractor”, then the County shall perform the Survey and Layout.**
- A. The Contractor shall be responsible for providing all lines, grades, boundaries and required survey and/or layout necessary to construct and inspect the Project. All right-of-way and easement boundaries and centerline control points shall be established and maintained through the Agreement Period by the Contractor.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- B. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment and setting of the Project centerline control at intervals not to exceed 500 feet. All primary control points such as section corners, points of intersection, points of curvature and points of tangency shall be installed, referenced by acceptable standards, and maintained through the Agreement Period. All stakes and points shall be clearly marked and identified.
- C. The Contractor shall employ or retain the services of a Florida registered Professional Land Surveyor to perform and supervise the establishment of all rights-of-way/boundary staking at all Project sidelines. Such staking shall be established and maintained by the Contractor's registered Professional Land Surveyor along each sideline or perimeter at each station and all points of intersection, points of curvature, and points of tangency. All stakes shall be clearly marked and identified.
- D. The Contractor's registered Professional Land Surveyor and all employees engaged in survey efforts shall keep proper documentation of survey notes in hard bound books. The use of digital data storage capabilities may be used in lieu of hard bound books. Standard ASCII files/format shall be used with software compatibility to that of the Design Professional/Engineer/Project Manager's. The Contractor shall submit for approval the selected format and software application(s).
- E. The Contractor may perform or select the option to employ a Florida registered Professional Design Professional/Engineer or registered Professional Land Surveyor to provide construction layout. All layout and measurements shall be performed from control and boundaries established and maintained by the Contractor's Florida registered Professional Land Surveyor.
- F. The Contractor shall be responsible to perform all layout in acceptable standard methods. All items shall be clearly staked and marked. Roadway items shall be staked for horizontal alignment relative to the edge of pavement with appropriate offset stakes. All vertical grades should be referenced to the nearest even foot cut or fill where practical. Tabulated cut/fill sheets are acceptable for utility Work items, copies of which shall be furnished to the Design Professional/Engineer/Project Manager prior to the Work.
- G. All calculations for intermediate grades and locations shall be performed by the Contractor. All calculations shall be transcribed in hard-bound field books prior to layout and staking.
- H. The Contractor shall submit a Survey and Layout Plan comprised of the following:
  - I. Name, address and certificate number of the registered Professional Land Surveyor responsible for the performance of all survey control and boundary Work.
  - II. Name, address and certificate registration number, if applicable, of the person in responsible charge of performing all layout, measurements and calculations for the Project, if opted by the Contractor. This person must be a Contractor, Professional Land Surveyor or Professional Design Professional/Engineer.

**28. CONFORMITY OF WORK WITH PLANS**

- A. All Work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions, and material requirements, including tolerances, shown on the Plans or indicated in the Specifications.

## EXHIBIT B

## SPECIAL CONDITIONS INSTRUCTIONS FOR CONTRACTORS

- B. In the event the Design Professional/Engineer/Project Manager or Consultant finds the materials or the finished product in which the materials are used not within reasonably close conformity with the Plans and Specifications, but that reasonably acceptable Work has been produced, he/she shall then make a determination if the Work shall be accepted and remain in place. In this event, the Design Professional/Engineer/Project Manager will document the basis of acceptance by Contract modification which will provide for an appropriate adjustment in the Agreement Amount for such Work or materials as he deems necessary to conform to his/her determination based on Design Professional/Engineer/Project Managers judgment.
29. **LABORATORY TESTING:** Cost of all required laboratory testing shall be borne by the County, except that the cost of all re- testing due to defective materials or construction shall be borne by the CONTRACTOR. Testing shall be in accordance with the applicable portions of Specifications and Plans. The Contractor shall also be responsible for all related laboratory costs associated with cancellation of scheduled testing due to Work not completed and ready for testing at the scheduled time.
30. **GUARANTEE OF WORK:** All Work shall be guaranteed for eighteen (18) months after the date on the certificate of completion and final acceptance of the Work unless otherwise specified. The guarantees are to be construed as being supplemental in nature and in addition to any and all other remedies available to the County under the laws of the State of Florida.
31. **WARRANTY:** The Contractor shall obtain and assign to the County all expressed warranties given to the Contractor or any subcontractors by any material suppliers, equipment or fixtures to be incorporated into the Project. The Contractor warrants to the County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. The Contractor further warrants to the County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. Unless otherwise specified, if within eighteen (18) months after the date on the Certificate of Completion and final acceptance, any Work is found to be defective or not in conformance with the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Design Professional/Engineer/Project Manager. The Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which the County is entitled as a matter of law.

EXHIBIT C

AFFIDAVIT OF RELEASE AND GUARANTEE

STATE OF  
FLORIDA  
COUNTY OF

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Before me, the undersigned authority, personally  
appeared \_\_\_\_\_  
who after being duly sworn, deposes and says:

All charges for labor, materials, supplies, lands, licenses and other expenses arising from **Proposal Title: Lake Seminole Hydraulic Dredging Restoration, Sealed Proposal No: 156-0316-P(Df)** for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid or will be fully satisfied and paid promptly upon receipt of payment by the Contractor. The Contractor will fully indemnify, defend and save harmless the County from all demands, suits, actions, claims of lien or other charges filed or asserted against the County in connection with matters certified to herein.

On behalf of itself and its subcontractors, suppliers, material men, successors and assigns, the Contractor releases and waives all claims, demands, damages, costs and expenses, against the Board of County Commissioners of Pinellas County, relating in any way to the performance or payment of the above-numbered Agreement, for the period from the date of execution of the Agreement through and including the date of acceptance of Final Payment.

The Contractor is aware of contractual provisions for warranties and guarantees contained in the General Conditions of the above numbered Agreement, and acknowledges that those provisions shall have the same force and effect as if this Affidavit had not been executed, and understands that the County's remedies are not limited by same but are in addition to any other remedies provided by law.

This Affidavit is given in connection with the Contractors application for Final Payment.

FURTHER AFFIANT SAYETH NAUGHT.

\_\_\_\_\_.

(Affiant)

STATE OF FLORIDA  
COUNTY OF

\_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_

By \_\_\_\_\_ who is personally known to me and/or has produced

\_\_\_\_\_ As identification.

\_\_\_\_\_  
Signature of Person Taking Acknowledgement

\_\_\_\_\_  
Name of Acknowledger Types, Printed or Stamped

## EXHIBIT D

## INSURANCE REQUIREMENTS

## INSURANCE REQUIREMENTS PLACED HERE AS PART OF SERVICES AGREEMENT

## 1. INSURANCE:

- a) Contractor's current Certificate(s) of Insurance (Certificate) shall be in accordance with the insurance requirements listed below.
- b) Within ten (10) Calendar Days of **contract award** and prior to commencement of work, Contractor shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If Certificate received with the proposal was a compliant certificate no further action may be necessary. The Certificate(s) shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in Paragraph 1.d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph**
- c) No work shall commence at any Project site unless and until the required Certificate(s) are received and approved by the County. Approval by the County of any Certificate(s) does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Agreement period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Contractor and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) and endorsement(s) shall be furnished by the Contractor to the County at least thirty (30) Calendar Days prior to the expiration date.
  - (1) Contractor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Risk Management, 400 South Fort Harrison Avenue, Clearwater, Florida 33756. Nothing contained herein shall absolve Contractor of this requirement to provide notice.
  - (2) Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase or offset the cost against amounts due to Contractor for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.



## EXHIBIT D

## INSURANCE REQUIREMENTS

- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a Self-Insured Retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this Agreement, the prime Contractor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Contractor and its subcontractors shall be in writing may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Contractor to the same extent Contractor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Contractor to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Contractor shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section D and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The named insured on the Certificate and insurance policy must match the entity's name that responded to the solicitation and/or is signing the Agreement with the County. If Contractor is a joint venture, the Certificate and named insured must show joint venture legal entity name and the joint venture must comply with the requirements with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's SIR's of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

EXHIBIT D

INSURANCE REQUIREMENTS

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

(1) Workers' Compensation Insurance

Limit	Florida Statutory
<b>Employers' Liability Limits</b>	
Per Employee	\$500,000
Per Employee Disease	\$500,000
Policy Limit Disease	\$500,000

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. Commercial General Liability policy must not contain any sexual misconduct or physical abuse exclusions. If such exclusions are 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. Policy shall not contain an Explosion, Collapse, or Underground (x,c,u) exclusion; nor shall there be a crane weight, jig, or boom exclusion

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

EXHIBIT D

INSURANCE REQUIREMENTS

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

Limit

Combined Single Limit Per Accident	\$1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

- (5) Watercraft Liability Insurance (or equivalent Protection & Indemnity coverage) with Pollution Liability sub-limits, or a separate policy, if Watercraft Liability is excluded in Contractors Pollution Liability policy required in paragraph (6) below. If Excess or Umbrella Policy in paragraph (5) below does not provide Watercraft Liability coverage, Watercraft Liability must be \$5,000,000 each occurrence and \$5,000,000 General Aggregate

Limits

Each Occurrence or Claim	\$1,000,000
General Aggregate	\$1,000,000

- (6) Commercial Pollution Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and non-sudden pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials, silt, sedimentation, asbestos, lead-based paint, silica, low-level radioactive material, mixed waste or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water as a result of the operations of the Contractor described under the scope of services of this contract. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, including sickness, disease, mental anguish or shock sustained by any person, including death and any associated medical monitoring costs;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages;
- 3) Property damage including: (1) physical injury to or destruction of tangible property including the resulting loss of use thereof; (2) loss of use of tangible property that has not been physically injured or destroyed; (3) diminished third-party property value; and (4) Natural Resource Damages;

EXHIBIT D

INSURANCE REQUIREMENTS

- 4) Cleanup Costs, including costs to investigate, quantify, monitor, mitigate, abate, remove, dispose, treat, neutralize, or immobilize pollution conditions and costs to restore, repair or replace real or personal property, to substantially the same condition it was in prior to being damaged during the course of responding to a pollution condition;
- 5) Pollution incidents associated with transportation, loading and unloading of materials or waste; and
- 6) Non-Owned Disposal Sites coverage.

Limits

Per Claim or Occurrence	\$2,000,000
General Aggregate	\$2,000,000

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

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

Lake Seminole Dredging  
 Fee Estimate Overview  
 Revised: 5/19/2017

EXHIBIT E  
 PAYMENT SCHEDULE

TASK	AECOM Site/Civil		AECOM Groundwater		AECOM Surface Water		Test America Analytic Testing	Tierra Geotechnical	Gator Dredging Costs	LABOR TOTAL
	Hrs	Fee	Hrs	Fee	Hrs	Fee				
Data Collection	202	19,228	120	\$13,600	52	\$6,740	\$0	\$30,444	\$35,688	\$105,700
Preliminary Analysis	336	33,410	88	\$7,922	128	\$20,200	\$16,000	\$40,592	\$35,926	\$154,050
Preliminary Engineering Report	250	23,776	162	\$17,768	96	\$12,062	\$0	\$20,297	\$58,993	\$132,896
Design	518	46,462	140	\$15,360	96	\$12,982	\$0	\$10,148	\$80,849	\$165,801
Permitting	414	42,028	24	\$2,432	186	\$24,795	\$0	\$0	\$40,969	\$110,224
<b>AECOM Unanticipated Labor Total</b>	1,720	164,904	534	\$57,082	558	\$76,778	\$16,000	\$101,481	\$252,425	<b>\$668,670</b>



	\$210.70	\$215.00	\$165.00	\$105.00	\$85.00	\$95.00	\$75.68	\$122.66	\$94.50	\$164.16	\$96.98	\$109.83	\$80.70	\$100.00	\$68.45	\$83.00			
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	AECOM Subtotal	Gator Dredging Costs
Project Meetings	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	8		\$1,520
Project Management/Administration	0	8	8	0	0	0	0	0	0	0	0	0	0	4	0	4	24		\$3,803
QA/QC	0	4	4	4	4	0	0	0	0	0	0	0	0	0	0	2	18		\$2,446
<b>SUBTOTAL</b>	<b>211</b>	<b>251</b>	<b>213</b>	<b>165</b>	<b>117</b>	<b>147</b>	<b>76</b>	<b>123</b>	<b>95</b>	<b>164</b>	<b>97</b>	<b>110</b>	<b>81</b>	<b>104</b>	<b>68</b>	<b>101</b>	<b>250</b>	<b>\$23,776</b>	<b>\$7,769</b>
<b>DESIGN</b>																			
Groundwater Flow and Seepage Contrls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Drawings																			
Cover Sheet	0	0	0	0	0	8	0	0	0	0	0	0	0	0	0	0	8	\$760	
Construction Notes and Specifications	0	0	4	4	8	12	0	0	0	0	0	0	0	0	0	4	32	\$3,232	
Existing Conditions Survey	0	0	0	0	4	8	0	0	0	0	0	0	0	0	0	0	12	\$1,100	
Tree Removal Plan	0	0	2	4	8	8	0	0	0	0	0	0	0	0	0	0	22	\$2,190	
General Site Plan	0	2	8	16	16	24	0	0	0	0	0	0	0	0	0	0	66	\$7,070	
Grading/Drainage Plan	0	2	8	16	16	24	0	0	0	0	0	0	0	0	0	0	66	\$7,070	
Stormwater Pollution Prevention Plan (SWPPP)	0	2	8	16	16	40	0	0	0	0	0	0	0	0	0	0	82	\$8,590	
Construction Sections	0	2	4	8	8	8	0	0	0	0	0	0	0	0	0	0	30	\$3,370	
Construction Details	0	2	2	4	8	16	0	0	0	0	0	0	0	0	0	0	32	\$3,380	
Landscaping/Restoration Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Contained Disposal Facility (CDF) Design	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,520	
Opinion of Probable Construction Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Floodplain Mitigation Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Stormwater Design Report	0	4	8	16	24	24	0	0	0	0	0	0	0	0	0	0	76	\$8,180	
Restoration/Landscape Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Project Meetings	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	16		\$3,040
Public Involvement Meetings	0	16	8	0	0	0	0	0	0	0	0	0	0	0	0	0	24		\$4,760
Project Management/Administration	0	8	8	0	0	0	0	0	0	0	0	0	0	4	0	8	28		\$4,065
QA/QC	0	4	4	0	4	4	0	0	0	0	0	0	0	0	0	0	16		\$2,240
<b>SUBTOTAL</b>	<b>0</b>	<b>54</b>	<b>76</b>	<b>84</b>	<b>112</b>	<b>176</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>12</b>	<b>518</b>	<b>\$46,462</b>	<b>\$14,105</b>
<b>PERMITTING</b>																			
<b>Initial Submittals</b>																			
Pinellas County																			
Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Right-of-Way Use Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Pinellas County Water and Navigation - Dredge and Fill Permit	0	4	16	8	8	24	0	0	0	0	0	0	0	0	0	0	60	\$7,300	
Florida Department of Environmental Protection																			
ERP Modification	0	4	16	24	16	40	0	0	0	0	0	0	0	0	0	2	102	\$11,346	
NPDES Notice of Intent	0	0	2	2	4	8	0	0	0	0	0	0	0	0	0	2	18	\$1,806	
Florida Fish & Wildlife Commission – Gopher tortoise relocation permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
U.S. Army Corps of Engineers- Section 404 Dredge and Fill Permit	0	2	8	16	0	16	0	0	0	0	0	0	0	0	0	0	42	\$4,950	
<b>1<sup>st</sup> Response to RAI</b>																			
Pinellas County																			
Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Right-of-Way Use Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Pinellas County Water and Navigation - Dredge and Fill Permit	0	2	2	0	2	2	0	0	0	0	0	0	0	0	0	0	8	\$1,120	
Florida Department of Environmental Protection																			
	\$210.70	\$215.00	\$165.00	\$105.00	\$85.00	\$95.00	\$75.68	\$122.66	\$94.50	\$164.16	\$96.98	\$109.83	\$80.70	\$100.00	\$68.45	\$83.00			
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	AECOM Subtotal	Gator Dredging Costs







	\$210.70	\$189.98	\$179.38	\$152.00	\$99.00	\$96.00	\$75.68	\$127.00	\$94.50	\$164.16	\$96.98	\$109.83	\$86.00	\$95.19	\$68.45	\$75.51			Absorbed
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	Subtotal	in Gator Proposal
Groundwater Report	0	0	0	40	16	36	0	10	0	0	0	0	0	0	0	0	102	\$12,390	
Wind Wave Analyses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Embankment Failure Flood Boundary Maps	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
DMMA Design Recommendations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Opinion of Probable Construction Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Project Meetings	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	16	\$0	\$2,432
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
<b>SUBTOTAL</b>	<b>211</b>	<b>190</b>	<b>179</b>	<b>222</b>	<b>135</b>	<b>132</b>	<b>76</b>	<b>147</b>	<b>95</b>	<b>164</b>	<b>97</b>	<b>110</b>	<b>86</b>	<b>95</b>	<b>68</b>	<b>76</b>	<b>162</b>	<b>\$17,768</b>	<b>\$2,432</b>
<b>DESIGN</b>																			
Groundwater Flow and Seepage Controls	0	0	0	60	32	32	0	0	0	0	0	0	0	0	0	0	124	\$15,360	
Construction Drawings																			
Cover Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Notes and Specifications	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Existing Conditions Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Tree Removal Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
General Site Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Grading/Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Stormwater Pollution Prevention Plan (SWPF)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Sections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Details	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Landscaping/Restoration Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Contained Disposal Facility (CDF) Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Opinion of Probable Construction Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Floodplain Mitigation Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Stormwater Pollution Prevention Plan (SWPPP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Restoration/Landscape Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Project Meetings	0	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	16	\$0	\$2,432
Public Involvement Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>76</b>	<b>32</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>140</b>	<b>\$15,360</b>	<b>\$2,432</b>
<b>PERMITTING</b>																			
<b>Initial Submittals</b>																			
Pinellas County																			
Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Right-of-Way Use Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Pinellas County Water and Navigation - Dred	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
Florida Department of Environmental Protect	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
ERP Modification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
NPDES Notice of Intent	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$608	
Florida Fish & Wildlife Commission – Gopher	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	
U.S. Army Corps of Engineers- Section 404 I	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$608	

	\$210.70	\$189.98	\$179.38	\$152.00	\$99.00	\$96.00	\$75.68	\$127.00	\$94.50	\$164.16	\$96.98	\$109.83	\$86.00	\$95.19	\$68.45	\$75.51				Absorbed
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	Subtotal		in Gator Proposal
<b>1<sup>st</sup> Response to RAI</b>																				
Pinellas County																				
Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Right-of-Way Use Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Pinellas County Water and Navigation - Dred	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Florida Department of Environmental Protection																				
ERP Modification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
NPDES Notice of Intent	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$608		
Florida Fish & Wildlife Commission – Gopher	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
U.S. Army Corps of Engineers- Section 404 I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
<b>2<sup>nd</sup> Response to RAI</b>																				
Pinellas County																				
Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Right-of-Way Use Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Pinellas County Water and Navigation - Dred	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Florida Department of Environmental Protect																				
ERP Modification	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
NPDES Notice of Intent	0	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	4	\$608		
Florida Fish & Wildlife Commission – Gopher	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
U.S. Army Corps of Engineers- Section 404 I	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Updated Opinion of Probable Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	8	\$0		\$1,216
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
QA/QC	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
<b>SUBTOTAL</b>	<b>211</b>	<b>190</b>	<b>179</b>	<b>176</b>	<b>99</b>	<b>96</b>	<b>76</b>	<b>127</b>	<b>95</b>	<b>164</b>	<b>97</b>	<b>110</b>	<b>86</b>	<b>95</b>	<b>68</b>	<b>76</b>	<b>24</b>	<b>\$2,432</b>	<b>\$1,216</b>	
																		<b>LABOR SUBTOTAL</b>	\$57,082	\$9,728

**AECOM SURFACE WATER & HYDROLOGY**

	\$210.70	\$189.98	\$165.00	\$146.98	\$94.41	\$90.84	\$75.68	\$122.66	\$100.00	\$164.16	\$96.98	\$109.83	\$80.70	\$95.19	\$68.45	\$75.51				Absorbed
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	Subtotal	in Gator Proposal	
<b>DATA COLLECTION</b>																				
Kick Off Meeting	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$660	
Data Collection	0	0	20	0	0	0	0	0	8	0	0	0	0	0	0	0	28	\$4,100		
Wetland Jurisdictional Boundary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Habitat/Listed Species Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Survey Coordination	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,320		
Geotechnical Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Site Inspection	0	0	8	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,320		
Groundwater Mounding Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$660	
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>52</b>	<b>\$6,740</b>	<b>\$1,320</b>	
<b>PRELIMINARY ANALYSIS</b>																				
Wetlands and Protected Uplands Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Groundwater Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Floodplain Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Hydraulic Design of Discharge Control Structures	0	0	24	0	0	0	0	0	0	0	0	0	0	0	0	0	24	\$3,960		
Stormwater Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Floodplain Analysis and Mitigation	0	0	40	0	0	0	0	0	4	0	0	0	0	0	0	0	44	\$7,000		
Dam Safety Analysis	0	0	44	0	0	0	0	0	0	0	0	0	0	0	0	0	44	\$7,260		
Wave Height Analysis	0	0	12	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,980		
Survey Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Base Map Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Pre-development Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Utility Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	4	0	0	0	0	0	0	0	0	0	0	0	0	0	4		\$660	
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>124</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>128</b>	<b>\$20,200</b>	<b>\$660</b>	
<b>PRELIMINARY ENGINEERING REPORT</b>																				
Cover Letter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Executive Summary and Introduction	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Boundary, Topography and Tree Surveys	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Design and Permitting Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Permitting Matrix Table	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Site Plan and Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Utility Atlas Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Storage Capacity and Earthwork Calculations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Geotechnical Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Environmental/Wetland Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Hydraulic Design of Discharge Control Structures	0	0	12	0	0	0	16	0	0	0	0	0	0	0	0	0	28	\$3,191		
Floodplain Analysis and Mitigation Alternatives	0	0	12	0	0	0	4	0	4	0	0	0	0	0	0	0	20	\$2,683		
Groundwater Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Wind Wave Analyses	0	0	4	0	0	0	4	0	0	0	0	0	0	0	0	0	8	\$963		
Embankment Failure Flood Boundary Maps	0	0	12	0	0	0	8	0	0	0	0	0	0	0	0	0	20	\$2,585		
DMMA Design Recommendations	0	0	16	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$2,640		
Opinion of Probable Construction Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		





Lake Seminole Dredging  
 Fee Estimate  
 5/19/2017

**PROJECT MANAGEMENT**

	\$210.70	\$189.98	\$179.38	\$146.98	\$94.41	\$90.84	\$75.68	\$122.66	\$94.50	\$164.16	\$96.98	\$109.83	\$80.70	\$95.19	\$68.45	\$75.51				Included in "Gator Dredging Costs"
	Principal	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Senior Designer	Designer	Senior GIS Specialist	GIS Specialist	Chief Scientist	Senior Envir Scientist	Project Enviro Scientist	Staff Enviro Scientist	PA	Tech	Clerical	Hours	Subtotal		
<b>DATA COLLECTION</b>																				
Kick Off Meeting	2	2	2	2	0	0	0	0	0	2	0	0	0	0	0	2	12			\$1,933
Data Collection	0	2	4	4	0	0	0	0	0	2	0	8	0	0	0	0	20			\$2,892
Wetland Jurisdictional Boundary	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Habitat/Listed Species Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Survey Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Geotechnical Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Site Inspection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Groundwater Mounding Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Management/Administration	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8			\$1,686
<b>SUBTOTAL</b>	<b>10</b>	<b>4</b>	<b>6</b>	<b>6</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>40</b>	<b>\$0</b>		<b>\$6,511</b>
<b>PRELIMINARY ANALYSIS</b>																				
Wetlands and Protected Uplands Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Groundwater Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Floodplain Impact Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Stormwater Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Floodplain Analysis and Mitigation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Dam Safety Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Wave Height Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Survey Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Base Map Preparation	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Pre-development Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Utility Coordination	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Management/Administration	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
<b>SUBTOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$0</b>		
<b>PRELIMINARY ENGINEERING REPORT</b>																				
Cover Letter	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Executive Summary and Introduction	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2			\$421
Boundary, Topography and Tree Surveys	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Design and Permitting Requirements	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Permitting Matrix Table	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Site Plan and Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Utility Atlas Information	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Storage Capacity and Earthwork Calculations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Preliminary Geotechnical Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Environmental/Wetland Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Floodplain Analysis and Mitigation Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Groundwater Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Wind Wave Analyses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Embankment Failure Flood Boundary Maps	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
DMMA Design Recommendations	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Opinion of Probable Construction Cost	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Meetings	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Project Management/Administration	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8			\$1,686
QA/QC	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8			\$1,686
<b>SUBTOTAL</b>	<b>18</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>18</b>	<b>\$0</b>		<b>\$3,793</b>
<b>DESIGN</b>																				
Groundwater Flow and Seepage Contrls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Drawings																				
Cover Sheet	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Notes and Specifications	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Existing Conditions Survey	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Tree Removal Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
General Site Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Grading/Drainage Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Stormwater Pollution Prevention Plan (SWPPP)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Sections	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Construction Details	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Landscaping/Restoration Plan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		
Contained Disposal Facility (CDF) Design	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0		





Lake Seminole Dredging  
 Fee Estimate Detailed  
 3/20/2017

REVISED 5/19/2017

**GATOR DREDGING - PERMITTING & ENGINEERING**

	\$165.60	\$155.25	\$144.90	\$103.50	\$87.98	\$82.80	\$67.28											\$46.58			
	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Survey Crew Chief	Survey Field Tech											Clerical	Hours	Subtotal	
<b>DATA COLLECTION</b>																					
Kick Off Meeting	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,863	
Data Collection	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	10	\$1,076
Wetland Jurisdictional Boundary	0	2	2	0	0	4	4	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,201
Habitat/Listed Species Assessment	0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	\$807
Survey Coordination	0	4	4	8	4	0	0	0	0	0	0	0	0	0	0	0	0	0	2	22	\$2,474
Geotechnical Coordination	0	8	4	8	2	0	0	0	0	0	0	0	0	0	0	0	0	0	2	24	\$2,919
Site Inspection	2	4	2	4	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	28	\$2,857
Groundwater Mounding Analysis	0	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	6	\$807
Project Meetings	2	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	20	\$2,826
Project Management/Administration	4	16	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	30	\$4,119
<b>SUBTOTAL</b>	<b>12</b>	<b>52</b>	<b>34</b>	<b>28</b>	<b>8</b>	<b>12</b>	<b>12</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>12</b>	<b>170</b>	<b>\$20,949</b>	
<b>PRELIMINARY ANALYSIS</b>																					
Wetlands and Protected Uplands Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Groundwater Analysis	2	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,242
Floodplain Impact Analysis	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$983
Stormwater Analysis	0	4	4	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	16	\$1,967
Floodplain Analysis and Mitigation	0	2	4	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	\$1,097
Dam Safety Analysis	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	5	\$766
Wave Height Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Survey Coordination	0	0	2	0	2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	4	\$466
Base Map Preparation	0	2	8	8	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	34	\$3,705
Pre-development Drainage Plan	0	2	2	4	4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	12	\$1,366
Utility Coordination	0	2	4	2	0	8	8	0	0	0	0	0	0	0	0	0	0	0	0	24	\$2,298
Project Meetings	2	8	8	8	0	0	0	0	0	0	0	0	0	0	0	0	0	0	2	28	\$3,654
Project Management/Administration	8	24	16	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	56	\$7,742
<b>SUBTOTAL</b>	<b>13</b>	<b>52</b>	<b>54</b>	<b>30</b>	<b>28</b>	<b>8</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>10</b>	<b>203</b>	<b>\$25,285</b>	
<b>PRELIMINARY ENGINEERING REPORT</b>																					
Cover Letter	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	4	\$512

	\$165.60	\$155.25	\$144.90	\$103.50	\$87.98	\$82.80	\$67.28								\$46.58		
	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Survey Crew Chief	Survey Field Tech								Clerical	Hours	Subtotal
Executive Summary and Introduction	1	2	2	0	0	0	0	0	0	0	0	0	0	0	1	6	\$812
Boundary, Topography and Tree Surveys	0	4	2	4	2	1	1	0	0	0	0	0	0	0	0	14	\$1,651
Design and Permitting Requirements	2	16	16	8	4	0	0	0	0	0	0	0	0	0	4	50	\$6,500
Permitting Matrix Table	1	1	0	4	0	0	0	0	0	0	0	0	0	0	1	7	\$781
Preliminary Site Plan and Drainage Plan	4	16	16	24	24	0	0	0	0	0	0	0	0	0	0	84	\$10,060
Utility Atlas Information	0	1	2	2	2	0	0	0	0	0	0	0	0	0	0	7	\$828
Storage Capacity and Earthwork Calculations	2	2	4	4	4	0	0	0	0	0	0	0	0	0	0	16	\$1,987
Preliminary Geotechnical Report	1	2	2	0	0	0	0	0	0	0	0	0	0	0	0	5	\$766
Environmental/Wetland Report	1	1	1	0	0	0	0	0	0	0	0	0	0	0	0	3	\$466
Floodplain Analysis and Mitigation Alternatives	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Groundwater Report	1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	\$166
Wind Wave Analyses	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Embankment Failure Flood Boundary Maps	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
DMMA Design Recommendations	1	4	8	4	4	0	0	0	0	0	0	0	0	0	0	21	\$2,712
Opinion of Probable Construction Cost	2	4	4	0	2	0	0	0	0	0	0	0	0	0	0	12	\$1,708
Project Meetings	8	16	8	4	0	0	0	0	0	0	0	0	0	0	0	36	\$5,382
Project Management/Administration	8	24	16	0	0	0	0	0	0	0	0	0	0	0	4	52	\$7,556
QA/QC	1	4	8	4	0	0	0	0	0	0	0	0	0	0	2	19	\$2,453
<b>SUBTOTAL</b>	<b>200</b>	<b>253</b>	<b>235</b>	<b>162</b>	<b>130</b>	<b>84</b>	<b>68</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>337</b>	<b>\$44,340</b>
<b>DESIGN</b>																	
Groundwater Flow and Seepage Contrls	2	4	8	8	4	0	0	0	0	0	0	0	0	0	0	26	\$3,291
Construction Drawings																	
Cover Sheet	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	\$300
Construction Notes and Specifications	1	2	4	4	0	0	0	0	0	0	0	0	0	0	0	11	\$1,470
Existing Conditions Survey	1	2	2	2	2	0	0	0	0	0	0	0	0	0	0	9	\$1,149
Tree Removal Plan	1	1	1	1	2	0	0	0	0	0	0	0	0	0	0	6	\$745
General Site Plan	1	2	4	8	8	0	0	0	0	0	0	0	0	0	0	23	\$2,588
Grading/Drainage Plan	1	4	8	16	8	0	0	0	0	0	0	0	0	0	0	37	\$4,306
Stormwater Pollution Prevention Plan (SWPPP)	1	2	2	4	4	0	0	0	0	0	0	0	0	0	0	13	\$1,532
Construction Sections	1	4	4	8	8	0	0	0	0	0	0	0	0	0	0	25	\$2,898
Construction Details	1	2	2	4	8	0	0	0	0	0	0	0	0	0	0	17	\$1,884
Landscaping/Restoration Plan	0	2	2	2	8	0	0	0	0	0	0	0	0	0	0	14	\$1,511
Contained Disposal Facility (CDF) Design	0	8	8	4	8	0	0	0	0	0	0	0	0	0	0	28	\$3,519
Opinion of Probable Construction Cost	2	4	4	0	2	0	0	0	0	0	0	0	0	0	0	12	\$1,708
Floodplain Mitigation Analysis	0	1	1	0	0	0	0	0	0	0	0	0	0	0	0	2	\$300
Stormwater Design Report	1	4	8	12	0	0	0	0	0	0	0	0	0	0	0	25	\$3,188

	\$165.60	\$155.25	\$144.90	\$103.50	\$87.98	\$82.80	\$67.28								\$46.58		
	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Survey Crew Chief	Survey Field Tech								Clerical	Hours	Subtotal
Restoration/Landscape Plan	1	2	2	2	8	0	0	0	0	0	0	0	0	0	0	15	\$1,677
Project Meetings	12	24	6	8	0	0	0	0	0	0	0	0	0	0	0	50	\$7,411
Public Involvement Meetings	16	24	8	0	0	0	0	0	0	0	0	0	0	0	8	56	\$7,907
Project Management/Administration	8	24	8	4	0	0	0	0	0	0	0	0	0	0	8	52	\$6,997
QA/QC	2	24	16	0	0	0	0	0	0	0	0	0	0	0	4	46	\$6,562
<b>SUBTOTAL</b>	<b>218</b>	<b>296</b>	<b>244</b>	<b>191</b>	<b>158</b>	<b>83</b>	<b>67</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>67</b>	<b>469</b>	<b>\$60,941</b>

**PERMITTING**

**Initial Submittals**

Pinellas County

Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Right-of-Way Use Permit	1	2	2	4	2	0	0	0	0	0	0	0	0	0	0	11	\$1,356
Pinellas County Water and Navigation - Dredge and Florida Department of Environmental Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
ERP Modification	2	8	8	4	0	0	0	0	0	0	0	0	0	0	0	22	\$3,146
NPDES Notice of Intent	0	2	2	2	2	0	0	0	0	0	0	0	0	0	0	8	\$983
Florida Fish & Wildlife Commission – Gopher tortoise	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
U.S. Army Corps of Engineers- Section 404 Dredge	2	4	2	2	0	0	0	0	0	0	0	0	0	0	0	10	\$1,449

**1<sup>st</sup> Response to RAI**

Pinellas County

Tree Removal Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Preliminary Site Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Construction Plan Approval	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Natural Resources Permit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
Right-of-Way Use Permit	0	2	4	2	2	0	0	0	0	0	0	0	0	0	0	10	\$1,273
Pinellas County Water and Navigation - Dredge and Florida Department of Environmental Protection	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
ERP Modification	1	2	4	4	2	0	0	0	0	0	0	0	0	0	0	13	\$1,646
NPDES Notice of Intent	1	2	1	2	2	0	0	0	0	0	0	0	0	0	0	8	\$1,004
Florida Fish & Wildlife Commission – Gopher Tortoise	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0
U.S. Army Corps of Engineers- Section 404 Dredge	1	2	0	0	0	0	0	0	0	0	0	0	0	0	0	3	\$476
Updated Opinion of Probable Cost	2	16	4	4	2	0	0	0	0	0	0	0	0	0	0	28	\$3,985
Project Meetings	8	16	8	0	0	0	0	0	0	0	0	0	0	0	4	36	\$5,154
Project Management/Administration	4	20	8	0	0	0	0	0	0	0	0	0	0	0	4	36	\$5,113

	\$165.60	\$155.25	\$144.90	\$103.50	\$87.98	\$82.80	\$67.28								\$46.58		
	Principal	Project Manager	Senior Engineer	Project Engineer	Senior Designer	Survey Crew Chief	Survey Field Tech								Clerical	Hours	Subtotal
QA/QC	2	40	2	2	0	0	0	0	0	0	0	0	0	0	0	46	\$7,038
<b>SUBTOTAL</b>	<b>190</b>	<b>271</b>	<b>190</b>	<b>130</b>	<b>100</b>	<b>83</b>	<b>67</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>55</b>	<b>231</b>	<b>\$32,623</b>
		<b>925</b>	<b>757</b>	<b>540</b>	<b>424</b>	<b>269</b>	<b>223</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>203</b>	<b>1,410</b>	
<b>TOTAL</b>																	<b>\$184,138</b>

EXHIBIT F

PAYMENTS/INVOICES

**PAYMENT/INVOICES:**

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

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

**INVOICE INFORMATION:**

**Supplier Information** Company name, mailing address, phone number, contact name and email address as provided on the PO

- Remit To** Billing address to which you are requesting payment be sent
- Invoice Date** Creation date of the invoice
- Invoice Number** Company tracking number
- Shipping Address** Address where goods and/or services were delivered
- Ordering Department** Name of ordering department, including name and phone number of contact person
- PO Number** Standard purchase order number
- Ship Date** Date the goods/services were sent/provided
- Quantity** Quantity of goods or services billed
- Description** Description of services or goods delivered
- Unit Price** Unit price for the quantity of goods/services delivered
- Line Total** Amount due by line item
- Invoice Total** Sum of all of the line totals for the invoice

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 the company that processes your credit card transactions. For more information please visit Pinellas County purchasing website at [www.pinellascounty.org/purchase](http://www.pinellascounty.org/purchase).



EXHIBIT G

SAMPLE CHANGE ORDER

PINELLAS COUNTY PURCHASING  
DEPARTMENT CLEARWATER,  
FLORIDA

FISCAL NO. \_\_\_\_\_

CHANGE ORDER NO. \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

TO \_\_\_\_\_

Total Agreement

\$ \_\_\_\_\_

FOR \_\_\_\_\_

Addition

\$ \_\_\_\_\_

IN CONNECTION WITH \_\_\_\_\_

New Total

\$ \_\_\_\_\_

Deletion \$ \_\_\_\_\_

New Total Agreement \$ \_\_\_\_\_

Execution by the contractor of this Change Order shall be considered a waiver of all claims or request for additional time or compensation for any activities prior to time of execution related to items included in the Change Order. The contractor also acknowledges that payment authorized by this Change Order represents full and complete compensation for labor, materials, incidental expenses, overhead profit, impact cost, and time associated with this Work. Claim procedures are outlined in the Contract documents.

\_\_\_\_\_  
Investigator

\_\_\_\_\_  
Director of  
Purchasing  
Accepted this

APPROVED AS TO FORM:

\_\_\_\_\_ day of \_\_\_\_\_

OFFICE OF COUNTY ATTORNEY

20 \_\_\_\_\_

By \_\_\_\_\_  
COUNTY  
Attorney

PINELLAS

BOARD OF COUNTY COMMISSIONERS

By \_\_\_\_\_  
Chairman

Attest: KEN BURKE, CLERK

By

\_\_\_\_\_  
Deputy Clerk

Use Authorized Signatures Only

\_\_\_\_\_  
Company

By \_\_\_\_\_  
Title

## EXHIBIT H

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

---

Witness

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 Contractor in writing within ten Calendar Days (10) days after receipt of an improper invoice, that the invoice is improper. The notice should indicate what steps the Contractor should undertake to correct the invoice and resubmit a proper invoice to the County. The steps taken by the Contractor 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 Contractor 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 Contractor and the County about payment of a payment request or an invoice then the Contractor 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) Calendar Days after the date on which the payment request or invoice was received by Pinellas County, and shall not extend beyond sixty (60) Calendar 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) Calendar 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.



EXHIBIT H

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

- 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) Calendar Days after the final decision made by the County. Should the dispute be resolved in the Contractor'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.

EXHIBIT I

MINORITY/WOMAN OWNED AND SMALL BUSINESS UTILIZATION REPORT

AGREEMENT NO. 10C00000082

EXHIBIT "C"  
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*		NON-CERTIFIED MBE						CERTIFIED MBE						BUSINESS CLASSIFICATION	
		AMERICAN WOMAN	NATIVE AMERICAN	ASIAN/HAWAIIAN AMERICAN	HISPANIC AMERICAN	AFRICAN AMERICAN	UNKNOWN	AMERICAN WOMAN	NATIVE AMERICAN	ASIAN/HAWAIIAN AMERICAN	HISPANIC AMERICAN	AFRICAN AMERICAN	SMALL BUSINESS Section 288.703(1) F.S.	NON-MINORITY	
Cooperator: _____															
Agreement No.: _____															
Project Name: _____															
Total Project Cost: _____															
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID														

\*  Our organization does not collect minority status data.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name and Title \_\_\_\_\_

**EXHIBIT J - BONDS:**

**The exact language in Exhibit J must be used when submitting bonds**

**BOND NO. \_\_\_\_\_**

**CONTRACT SECURITY:**

A. The Contractor shall provide a Performance Bond and a Payment Bond prior to commencing construction in the form prescribed in Section J and each in the amount of 100% of the Agreement amount, the costs of which are to be paid by the Contractor. Performance and Payment Bonds shall only be required prior to commencing construction. Thus, not in the permitting phase, so long as it is before commencing construction. The Bonds will be acceptable to the County only if the following conditions are met:

1. For contracts that do not exceed \$500,000.00, the Surety Company:
  - a. is licensed to do business in the State of Florida;
  - b. holds a certificate of authority authorizing it to write surety bonds in this state and provides proof of same;
  - c. has twice the minimum surplus and capital required by the Florida Insurance Code at the time the invitation to bid is issued;
  - d. is otherwise in compliance with the provisions of the Florida Insurance Code; and
  - e. holds a currently valid certificate of authority issued by the United States Department of Treasury under 31 U.S.C. ss 9304-9308.
2. For contracts over \$500,000.00, all of the requirements of paragraph A.1 above apply. In addition, the Surety Company must have a current rating of at least Excellent (A or A-) all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc., of 75 Fulton Street, New York, New York 10038, with an underwriting limitation of at least two (2) times the dollar amount of the Agreement.
3. All bonds must be signed by an insurance agent who is licensed to do business in the state of Florida. The license may be held by a resident agent or a non-resident agent.

B. If the Surety for any Bond furnished by the Contractor is declared bankrupt, becomes insolvent, its right to do business is terminated in the State of Florida, or it ceases to meet the requirements imposed by the Contract Documents, the Contractor shall, within five (5) Calendar Days thereafter, substitute another Bond and Surety, both of which shall be subject to the County's approval.

C. By execution of these bonds, the Surety acknowledges that it has read the Surety qualifications and Surety obligations imposed by the Contract Documents and hereby satisfies those conditions.

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_, as Principal,  
and \_\_\_\_\_, as Surety,  
Located at: \_\_\_\_\_

\_\_\_\_\_  
(Business Address) ( Phone Number)

Are held and firmly bound unto Pinellas County, Florida, as Obligee in the sum of

\_\_\_\_\_  
DOLLARS \$ \_\_\_\_\_ For the payment whereof we bind ourselves,  
our heirs, executors, personal representatives, successors and assigns, jointly and severally.

WHEREAS, Principal has entered into a Agreement with Obligee for **Bid Title:** (PID # ) , **Bid No:** in accordance with Plans and Specifications, which Agreement is incorporated by reference and made a part hereof, and is referred to as the Agreement.

THE CONDITIONS OF THIS BOND is that if Principal:

1. Performs the Agreement at the times and in the manner prescribed in the Agreement; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees, including appellate proceedings, that Obligee sustains because of any default by Principal under the Agreement, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all Work and materials furnished under the Agreement for the time specified in the Agreement; then this bond is void; otherwise it remains in full force.

Any changes in or under the Agreement and compliance or noncompliance with any formalities connected with the Agreement or the changes do not affect Surety's obligations under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Agreement or other Work to be performed hereunder, or the Specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Agreement or to Work or to the Specifications.

This instrument shall be construed in all respects as a statutory bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall apply to this bond.

BOND NO. \_\_\_\_\_

By execution of this bond, the Surety acknowledges that is has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bound parties have executed this instrument this \_\_\_\_\_ day of

\_\_\_\_\_, 20\_\_\_\_\_, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

\_\_\_\_\_

(Authorized Signature)

\_\_\_\_\_

Witness as to Principal

(Print Name)

\_\_\_\_\_

Witness as to Principal

(Title)

\_\_\_\_\_

\_\_\_\_\_

(Business Address)

\_\_\_\_\_

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_

by \_\_\_\_\_  
of \_\_\_\_\_, a \_\_\_\_\_

Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name:

Commission Number:

My Commission Expires:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**BOND NO.** \_\_\_\_\_  
**SURETY:**

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

**- OR**

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Signature As Attorney In Fact)  
(Attach Power of Attorney)

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
By  
Of

\_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

BOND NO. \_\_\_\_\_

**PAYMENT BOND**

BY THIS BOND, We \_\_\_\_\_  
(hereinafter called the "Principal" and \_\_\_\_\_  
(hereinafter called the "Surety"), located at \_\_\_\_\_

A surety insurer chartered and existing under the laws of the state of \_\_\_\_\_  
and authorized to do Business in the State of Florida, are held and firmly bound unto Pinellas County  
(hereinafter called the "County" in the sum of \_\_\_\_\_

\_\_\_\_\_ DOLLARS \$ \_\_\_\_\_

For payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement (hereinafter referred to as the "Agreement") for  
**Bid Title:** (PID # ) , **Bid No:** said Agreement being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(l), Florida Statutes, Supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the Work provided for in the Agreement and;
2. Shall pay the County for all losses, damages, expenses, costs and attorneys' fees, including appellate proceedings, that the County sustains because of a default by the Principal in contravention to the Agreement in regard to payment for such labor, materials, or supplies furnished to the Principal; then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Agreement and compliance or noncompliance with any formalities Connected with the said Agreement or alterations, which may be made in the terms of said Agreement, or in the Work to be done under it, or the giving by the County of any extension of time for the performance of the said Agreement, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.
2. Certain claimants seeking the protection of this Bond must timely comply with the strict Requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.
3. The Provisions of this bond are subject to the limitation of Section 255.05(2).

BOND NO. \_\_\_\_\_

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction Agreement and hereby satisfies those conditions.

THIS BOND DATE THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_\_  
(the date of issue by the Surety or by the Surety's agent and the date of such agent's power-or-attorney)

Signed, sealed and delivered  
In the presence of:

PRINCIPAL:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(Business Address)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

\_\_\_\_\_  
By  
Of \_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Commission Number: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



**BOND NO.** \_\_\_\_\_  
**SURETY:** \_\_\_\_\_

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
Witness as to Surety

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

**OR**

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Signature As Attorney In Fact)  
(Attach Power of Attorney)

\_\_\_\_\_  
Witness as to Attorney In Fact

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this

By  
Of

\_\_\_\_\_, a \_\_\_\_\_  
Corporation, on behalf of the Corporation. He/She is personally known to me or has produced Florida Driver's License as identification and who did (did not) take an oath.

Notary:

Print Name: \_\_\_\_\_

Commission Number: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_