

AGREEMENT

23-1050-RFP

Cross Bar / AI Bar Ecological Consultant

This Agreement (the “agreement” or “contract”), 23-1050-RFP Cross Bar / AI Bar Ecological Consultant, is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and Quest Ecology Inc. whose primary address is 735 Lakeview Drive Wimauma, FL 33598 (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

NOW THEREFORE, the Parties agree as follows:

A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
 - a. This Agreement
 - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 6/14/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
 - c. Exhibit 5 - RFP Addendum No. 1
 - d. Exhibit 1 - Solicitation Section 5, Insurance Requirements
 - e. Exhibit 2 - RFP Scope of Work
 - f. Exhibit 3 – Pricing Proposal
 - g. Exhibit 4.1 – RFP Attachments
 - h. Exhibit 4.2 - RFP Attachments
 - i. Exhibit 4.3 - RFP Attachments
 - j. Exhibit 4.4 - RFP Attachments
 - k. Exhibit 4.5 - RFP Attachments
 - l. Exhibit 4.6 - RFP Attachments
 - m. Exhibit 4.7 - RFP Attachments
 - n. Exhibit 4.8 - RFP Attachments
 - o. Exhibit 4.9 - RFP Attachments
 - p. Exhibit 4.10 - RFP Attachments
 - q. Exhibit 4.11 - RFP Attachments

2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

B. Term

1. The initial term of this Agreement is for five (5) years commencing April 21, 2024. At the end of the initial term of this contract, this Agreement may be extended for four (4), additional five (5) year terms, or such other renewal terms agreed to by the Parties.
2. Initial Term Adjustments
 1. Unit prices listed in Exhibit 3 will be held firm for initial term.
3. Extension Term Adjustments
 1. Each term extension will allow for one (1) price adjustment (Decrease/Increase), prior to the start of the term extension, in an amount not to exceed the average of the Consumer Price Index (CPI) or 5%, whichever is less, for all Urban Consumers, Series Id: CUUR0000SA0, Not Seasonally Adjusted, Area: U.S. city average, Item: All items, Base Period: 1982-84=100 for the twelve months prior to extension. The extension shall be exercised only if all terms and conditions remain the same and the County grants approval.
 2. It is the vendor's responsibility to request any pricing adjustment under this provision. For any adjustment to commence on the first day of any exercised extension period, the vendor's request for adjustment should be submitted at time of the extension request from the County, utilizing the available index at the time of request. The vendor adjustment request should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume the vendor has agreed that the extension term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new extension period may not be considered. County has the right to request pricing decreases at any time.

C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are subject to the fee schedule in Exhibit 3. Notwithstanding the above, County expenditures under the Agreement will not exceed the annual expenditure of \$414,400.00 per year, for a total not to exceed expenditure of \$1,322,000.00 for the five-year contract term without a written amendment to this Agreement.

D. Entire Agreement

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: Quest Ecology Inc.

Signature:

Print Name and Title: Vivienne Handy, President

Date: 02/12/2024

For County: Board of County Commissioners

Signature:

Print Name and Title: Kathleen Peters, Chair

Date: March 26, 2024.

ATTEST: KEN BURKE, CLERK

By:



APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

5. Insurance Requirements

5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@ididata.com by the Vendor or their agent prior to the expiration date.
 1. Vendor 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 Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor 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 the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
 - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor 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;
 - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
 - c. Provide that County will be an additional indemnified party of the subcontract;
 - d. 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;
 - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
 - f. Assign all warranties directly to the County; and
 - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
 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 Vendor.

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. All policies shall be written on a primary, non-contributory basis.

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:

5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

A. Limits

1. Employers' Liability Limits Florida Statutory
 - a. Per Employee \$ 500,000
 - b. Per Employee Disease \$ 500,000
 - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

A. Limits

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

5.5. BUSINESS AUTOMOBILE OR TRUCKER'S/GARAGE LIABILITY INSURANCE

To cover owned, hired, and non- owned vehicles. If the Vendor 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 Vendor can show that this coverage exists under the Commercial General Liability policy.

- A. Limit
 - 1. Combined Single Limit Per Accident \$1,000,000

5.6. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above.

- A. Limits
 - 1. Each Occurrence \$ 2,000,000
 - 2. General Aggregate \$ 2,000,000

5.7. POLLUTION LEGAL/ENVIRONMENTAL LEGAL LIABILITY INSURANCE

For pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. 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:

- A. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- B. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- C. Cost of Cleanup/Remediation.
- D. Limits
 - 1. Per Claim or Occurrence \$ 2,000,000
 - 2. General Aggregate \$ 2,000,000
- E. 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.

5.8. PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS) INSURANCE

Minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

A. Limits

1. Each Occurrence or Claim \$ 2,000,000
2. General Aggregate \$ 2,000,000

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

5.9. PROPERTY INSURANCE

Vendor will be responsible for all damage to its own property, equipment and/or materials.

SCOPE OF WORK:

1) Ecosystem Management Program

The ECOLOGICAL CONSULTANT will be responsible for management of the ecosystem and the water resource protection components for the Cross Bar / AL-Bar Ranch property, location of which is depicted in **Attachment 1**. The 2019 Ecosystem Management Plan (EMP, **Attachment 2**) and Wildlife Utilization Plan (**Attachment 3**) documents will be provided as the basis for scope of work to be conducted. These documents and **Attachment 4** – Map of current Core Conservation Areas - provide a general overview of the various land uses on the property.

The ECOLOGICAL CONSULTANT shall be responsible for the following:

- a. Evaluation of current Total Ecosystem Management Program (Forestry, Agriculture and Wildlife Management/Habitat Restoration) and the current conditions on the 12,381 acres of the Cross Bar and Al Bar Ranch property.
- b. Identify areas of concern and recommend improvement strategies.
- c. Coordinate with the COUNTY in their cooperation with Tampa Bay Water (TBW) on TBW's wellfield recovery assessment analysis. The analysis includes assessing the wetland augmentation and ditch block improvements as it relates to having a positive benefit to environmental recovery and providing a technical memorandum of the assessment with recommendations and estimated costs as appropriate. **Attachments 5 and 6** provide the general locations of the augmentation sites, public supply well, and ditch blocks. While coordination with Tampa Bay Water will be primarily be the responsibility of the COUNTY, the ECOLOGICAL CONSULTANT will be required to coordinate with Tampa Bay Water on issues related to annual reports, wildlife utilization, and miscellaneous ecosystem tasks.
- d. Maintain a GIS/geodatabase and the associated maps identifying land use cover, major infrastructure layer (buildings, ditch blocks, and wells), augmentation sites, internal roads layer, mowed areas, burn units, prescribed burn history, wildfire history, gopher tortoise burrows, exotic vegetation treatment units, exotic vegetation estimated cover, wildlife management area(s) layers and other attributes germane to the ecological management of the property. Land use cover will be based on Florida Land Use, Cover and Forms Classification System (FLUCFCS) or Florida Natural Areas Inventory (FNAI). Existing GIS maps and shapefiles will be provided. New draft GIS maps shall be prepared for review by the COUNTY after 6 months from the notice to proceed, and the database, the associated maps, and shape files shall be delivered to the COUNTY within 1 year of commencement of work on the site. Annual updates of the database, shape files and pertinent maps shall be provided to the COUNTY for incorporation into the COUNTY's GIS data management system. Some technical coordination and file transfer protocols may be required to be developed, and coordination with Pinellas County Utilities GIS Section will be required.
- e. Assessment of current gopher tortoise (GT) population and habitat carrying capacity as part of development of recipient sites. Additional work on the two existing blocks of potential GT recipient sites (approximately 112 acres) will include burn planning and exotic vegetation mapping and control planning.
- f. The ECOLOGICAL CONSULTANT shall coordinate, by itself or through the COUNTY as required,

with local, state and federal agencies that are overseeing activities and monitoring of specified species' habitats that said agencies have funded, in whole or in part, or otherwise have an interest, in the activities of maintenance, monitoring and/or development of specified habitats. The Florida Scrub Jay management area (FSJMA) encompasses 1,678 acres, burrowing owls can be found on the approximately 1,400 acres of pasture, and 250 acres are currently being prepared for GT recipient sites.

g. Preparation of an updated EMP report and provide the final report to the COUNTY within 1 year of the commencement of work on the site. This report shall be provided in multiple formats, including two (2) hard copies, a pdf file, the raw text and data files in MS Word, MS Excel, and any other software files, i.e., Arc View shape files, AutoCAD dwg files, etc. The updated EMP shall include a section on the COUNTY's projects that are utilizing funding assistance and grants and a detailed description of the habitat restoration efforts in the FSJMA and GT habitats (i.e., burn prescriptions for habitat restoration shall be prepared by the ecologist).

2) Environmental/Wildlife Monitoring

The SWFWMD Water Use Permits (WUP) for the COUNTY's wetland augmentation sites requires assessments of wetland conditions. The following tasks shall be performed, and an environmental monitoring report prepared for inclusion in the annual WUP assessment report:

a. The COUNTY has arranged with TBW for the acquisition of their annual Wetland Assessment Procedure (WAP) assessments of wetlands covered by Cross Bar and Al Bar WUPs. The ECOLOGICAL CONSULTANT shall prepare an environmental monitoring annual report of findings with photos and WAP data report forms in accordance with the Cross Bar and Al Bar Ranch Water Use Permits No. 20-004649.008 and 20-011558.004., respectively. The report, which shall be submitted to the COUNTY annually by May 1st of each year of the contract, should include, but not be limited to, a comprehensive narrative, annual quantities of water used at each augmentation well, all staff gauge readings, and supporting data summary tables, trend graphs depicting seasonal changes, and applicable photographs. **Attachments 10 and 11** include the current WUPs and the latest annual Environmental Assessment Report (EAR) for each site.

b. The ECOLOGICAL CONSULTANT shall conduct seasonal quantitative and qualitative wildlife surveys for selected species, including Florida Scrub Jays, Southern Kestrel, Sandhill Cranes, gopher tortoises, and Borrowing Owls. The ECOLOGICAL CONSULTANT shall prepare a wildlife utilization report and submit that report to the COUNTY in the spring of 2025. The report should include, but not be limited to, location maps of species observed and their habitat onsite. Additionally, the wildlife utilization report shall provide recommendations for the next two years for wildlife management on the site. The future seasonal wildlife surveys may be reduced in scope after the initial survey is performed, and the focus is anticipated to be on scrub jay surveys, with cursory observations for the other keystone species. A wildlife technical memorandum will be prepared for the reduced scope of work, and a future utilization report will be submitted in year 2027 of the contract period.

3) Wildlife/Habitat Restoration

a. The ECOLOGICAL CONSULTANT shall identify areas with exotic vegetation and provide a prioritized plan to address those areas on a quarterly schedule. Exotic weed control will be conducted by spraying with a glyphosate-based herbicide in areas that are identified in the most recent prioritized

plan. Any request to utilize an alternative product for control of exotic vegetation shall require approval from the COUNTY and TBW. ECOLOGICAL CONSULTANT shall provide Florida – certified commercial-licensed pesticide applicator for the application of restricted-use pesticides, as necessary. Applicator shall be appropriately certified in the particular ecosystem as required.

The ECOLOGICAL CONSULTANT shall direct and oversee COUNTY-contracted outside commercial pesticide applicators as necessary, at the direction of the COUNTY.

b. The ECOLOGICAL CONSULTANT shall provide cattail control, as necessary, for the augmented sites with an aquatic glyphosate-based herbicide. Applicator shall be appropriately certified to apply herbicide in aquatic environments and/or the specific ecosystem, as required. The ECOLOGICAL CONSULTANT shall maintain written records using the Florida Department of Agriculture and Consumer Services (FDACS) pesticide record keeping form which includes the herbicide type, application dates, locations and rates. The ECOLOGICAL CONSULTANT shall submit the FDACS form to the COUNTY within 30 days after completing treatment, and shall maintain a record, including maps, of all herbicide applications during the contract period.

c. The ECOLOGICAL CONSULTANT shall be responsible for oversight of the maintenance of the environmental habitats and open foraging areas around the augmented sites. Maintenance activities may include mowing or prescribed burning, depending on needs and the professional judgement of the ECOLOGICAL CONSULTANT. These environmental areas consist of approximately 363 acres.

d. The ECOLOGICAL CONSULTANT shall be responsible for creating site preparation plans, as needed, for the restoration of habitats that are specified as being amenable to specific species, such as gopher tortoises, burrowing owls, and scrub jays. The ECOLOGICAL CONSULTANT will be responsible for recommending and implementing site preparation activities, such as hardwood reduction, and/or prescribed burns, in habitat restoration areas as applicable. **Attachment 7** provides a map depicting the scrub jay habitat burn units, and **Attachments 8 and 9** depict burrowing owl burrow locations and potential GT recipient sites, respectively. The ECOLOGICAL CONSULTANT will develop a new and updated GIS data set and map to be included in their Site Preparation Plan.

e. The ECOLOGICAL CONSULTANT shall perform prescribed burns of habitat restoration areas as necessary and in conjunction with hardwood reduction, as needed and applicable. Multiple smaller micro burns can also be scheduled. Prescribed burns will only occur during the months of July through September, unless otherwise approved by the COUNTY. The ECOLOGICAL CONSULTANT shall have one coordination meeting regarding these activities with the COUNTY prior to conducting any prescribed burn activities. The ECOLOGICAL CONSULTANT is responsible for obtaining all applicable state and local permits for these activities.

f. The ECOLOGICAL CONSULTANT shall search for, and investigate local, state, federal and private grant and funding assistance opportunities available for habitat restoration and monitoring. Contractor shall assist County staff in preparation of grant applications, including scopes of work, proposed and expected costs. The ECOLOGICAL CONSULTANT will be expected to develop, execute and accomplish tasks and workplans promulgated by institutions granting funds or sharing costs; and oversee 3rd party contractors employed in carrying out tasks and workplans. The ECOLOGICAL CONSULTANT will be expected to provide the services of bidding out the work to potential 3rd party contractors and working with the County to select the lowest bidder qualified to conduct the work.

g. The ECOLOGICAL CONSULTANT shall be prepared to sub-contract work that may be required to fulfill obligations in the scope of this contract. Examples of tasks include, but are not limited to hardwood reduction, exotic weed control, prescribed burns and vegetation clearing. Sub-contractors shall be subject to strict oversight by ECOLOGICAL CONSULTANT. Sub-contracts shall be subject to review and approval by the COUNTY and tasks sub-contracted by ECOLOGICAL CONSULTANT shall not preclude oversight and direction from COUNTY personnel. Bidders for this contract may include specific subcontractors in their bid submittal.

4) Revenue Opportunities

The COUNTY is interested, and has invested, in additional revenue opportunities for the property. The ECOLOGICAL CONSULTANT shall evaluate and manage the implementation of potential opportunities, which may include, but not limited to, the following:

- a. Gopher tortoise recipient sites
- b. Palmetto berry harvest and sales
- c. Mitigation/Conservation Banking
- d. Scrub jay recipient sites
- e. Carbon credits
- f. Other

The ECOLOGICAL CONSULTANT shall provide a detailed project approach for each of these areas. Each revenue opportunity discussed should include a report of requirements and any associated restrictions (e.g., conservation easements, verification requirements, regulatory challenges, etc.). A requirement for a conservation easement for any of these options will require a policy decision by the Board of County Commissioners. The ECOLOGICAL CONSULTANT shall provide explanations of the advantages and disadvantages of each potential revenue opportunity, and how and/or why it may devalue the land, as applicable. Estimated revenue and expenses associated with any option should be provided. Each plan should include cost, long range implications, alternatives, safety, and environmental impacts, and explain how the plan enhances the mixed-use management strategy for the property that balances public water supply, silviculture, agricultural operations, and wildlife/habitat restoration and maintenance.

4.0 COMPENSATION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Per	Total
1	GIS Mapping & Database	5	Lump Sum	\$8,000.00	year	\$40,000.00
2	EMP Evaluation	1	Lump Sum	\$12,000.00	single event	\$12,000.00
3	Annual WAP Report	5	Lump Sum	\$7,000.00	year	\$35,000.00
4	Habitat Assessment/Monitoring	5	Lump Sum	\$12,000.00	year	\$60,000.00
5	Wildlife Survey/Status Report	5	Lump Sum	\$20,000.00	year	\$100,000.00
6	Exotic Weed Control	5	Lump Sum	\$65,000.00	year	\$325,000.00
7	Ecological Maintenance	5	Lump Sum	\$10,000.00	year	\$50,000.00
8	Wildlife Habitat Restoration/Site Preparation	5	Lump Sum	\$50,000.00	year	\$250,000.00
9	Wildlife Surveys and Maintenance	5	Lump Sum	\$18,000.00	year	\$90,000.00
10	Grant Applications and Summary Reports	5	Lump Sum	\$12,000.00	year	\$60,000.00
11	Prescribed Burns	5	Lump Sum	\$30,000.00	year	150,000.00
12	Revenue Opportunities	1	To Be Negotiated		N/A	\$0.00
13	Contingency	5	Annual	\$30,000.00	Year	\$150,000.00
	Total					\$1,322,000.00

QUEST ECOLOGY RATES

Position	2024	2025	2026	2027	2028
Project Manager	\$185.00	\$195.00	\$205.00	\$215.00	\$225.00
Senior Ecologist	\$155.00	\$165.00	\$175.00	\$180.00	\$190.00
Environmental Scientist	\$120.00	\$125.00	\$135.00	\$140.00	\$150.00
GIS Specialist	\$100.00	\$110.00	\$120.00	\$125.00	\$130.00
Ecologist	\$95.00	\$100.00	\$105.00	\$110.00	\$115.00
Field Technician	\$75.00	\$80.00	\$85.00	\$90.00	\$95.00
Clerical	\$65.00	\$70.00	\$75.00	\$80.00	\$85.00

Mileage = Current IRS Rate \$0.67

Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

October 26, 2023

TO: ALL INTERESTED PROPOSERS
REQUEST FOR PROPOSAL: Cross Bar / AI Bar Ecological Consultant
PROPOSAL NUMBER: 23-1050-RFP (JJ)
PROPOSAL SUBMITTAL IS DUE: November 2, 2023 @ 3:00 P.M.

ADDENDUM NO. 1

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

INFORMATION:

Proposal submittal due date has changed from October 31st to November 2, 2023, 3P.M.

Addendum No. 1 adds the following two (2) attachments:

1. ADD NO. 1 - ATTACHMENT NO. 1 - Core Conservation Areas
2. ADD NO. 1 - ATTACHMENT NO. 2 - FSJMA Burn Units

QUESTION(S)/RESPONSE(S):

1. Question: Under Items 3a & 3b on pages 29 & 30, should the 5 year pricing include planning, oversight, all herbicide applications, including directing outside contractors and cattails per item 3b?
Response: Yes. Exotics control is a constant ongoing task on CB/AB Ranch and should be included in the 5 year pricing.
2. Question: For Scope Item #3c on page 30, does this correspond to line item #7 on the price list?
Response: Yes, Item 3c corresponds to line 7 on the price list.
3. Question: For Scope item #3d on page 30, do ALL site preparation activities for 5 years, including hardwood reduction, need to be included in the pricing on line item #8?
Response: Yes, hardwood reduction and site preparation are an ongoing task and all site preparation activities for 5 years need to be included in line 8.

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



4. Question: For Scope item #3g on page 31, is this task to be included in the 5-year pricing, and if so, which of the listed activities?
Response: Yes, all listed activities in Scope Item 3g should be included, and correspond to the line items, in the 5 year pricing table.
5. Question: Please clarify what scope item(s), specifically "maintenance" should be included in line item #9 on the cost table.
Response: Maintenance of SEAK boxes, burrowing owl protectors, etc. and whatever similar man-made apparatus' are used in maintaining/enhancing wildlife habitat.
6. Question: On the budget sheet, it asks for the cost of "one time only" deliverables, like the EMP Evaluation (management plan) and the wildlife survey status report. We don't want to multiply that by 5, so how do you recommend we address these onetime deliverables?
Response: Divide cost of one-time deliverables by five.
7. Question: Would we be responsible for treating invasive species or just determining where they are and supervising the subcontractors?
Response: The County expects the selected firm to have the expertise of developing the invasive / exotic vegetation control plan, and the capabilities to implement such plan. The actual treatment / spraying of herbicide can be completed by the firm or a qualified subcontractor and supervised by the selected Ecologist.
8. Question: Can the county present a breakdown of the total cost between each of the anticipated tasks?
Response: This information can be found in the previous contract that has been uploaded to the notifications in response to Question No. 15.
9. Question: What GIS data exists for the study area and what is anticipated to be collected by the consultant?
Response: The County has a limited GIS data base, and can provide the files to the selected contractor. However, the County expects the contractor to take the existing files and develop their own GIS database. There is definitely a need to improve upon the database that was developed by the previous prime contractor. The County further anticipates that the awarded contractor will have the capability of preparing maps for the County as needed for grant funding applications and other related projects.
10. Question: Will the wildlife surveys be conducted annually or semi-annually?
Response: Wildlife surveys will be conducted annually.
11. Question: What characteristics make the contractor successful in the eyes of the county? What's working, what isn't working now?
Response: The characteristics that the County sees as successful are as follows:

Honesty – Always communicate openly and honestly with the County's project management team.

Integrity - The most important characteristic we want to see from our Ecologist is for us to see a firm that understands that the work they are doing on Cross Bar is part of a larger effort to preserve and restore the natural systems and habitats on this property, and in West Central Florida.

Professionalism – The selected firm will provide highly qualified ecological professionals with an extensive and diverse knowledge base. The disciplines that are required include, but are not limited to, wetland sciences, avian ecology, soil sciences, habitat restoration methodologies and strategies, exotic vegetation control, wildlife population surveys and control plans where applicable, wildfire prevention planning, and prescribed burn planning and implementation.

Teamwork - The County envisions the three contractors working on the property to work as a cohesive and respectful team. The land manager, the ecologist, and the forester all have specific goals and expectations, and these don't always align. However, these situations can be overcome with the application of the characteristics listed above, and the County's project management team will make the decisions deemed the most beneficial to the property and the County.

12. Question: How will the selected firm be expected to coordinate with other stakeholders? Can we have more explanation on the expectations of the county?

Response: The selected contractor will be expected to develop effective communication protocols with every stakeholder involved with the management and operations of the Cross Bar Ranch property. For example, prior to applying any herbicide on the property, the contractor will be required to obtain approval of the use of the specific chemical from the County and Tampa Bay Water to ensure compatibility with wellfield operations. Similarly, the selected Ecologist should be prepared to communicate directly with interested Federal, State, and local agencies and organizations that have an interest in activities and habitats on the property. Coordination and communication with the County and all stakeholders should be considered an immediate and high priority for the successful bidder.

13. Question: Who are the stakeholders operating on the lands currently?

Response: Land Management: 3B Cattle LLC, Ecological Consultant: Quest Ecology Inc., Well Field Operations: Tampa Bay Water, Well Field Monitoring: SWFWMD, TBW Ecologist: PSG, Pine Straw Harvest Contractor: Central Florida Mulch. Withlacoochee Regional Electric Cooperative maintains the electrical infrastructure.

14. Question: What type of coordination is expected?

Response: Extensive coordination is required by the Ecological Consulting Services contract, that will include working with the County, the Land Manager (3B Cattle), the Forester (TBD), Tampa Bay Water, SWFWMD, the US Fish and Wildlife Service, Florida FWC, FDEP, and other stakeholders.

15. Question: Can the county provide the previous successful proposal?

Response: The most recent contract awarded by RFP process included Forestry, Land Management, and Ecologic Services (167-0365-P(SS) Ecosystem Management - AL Bar and Cross Bar Ranches). The successful Proposer, The Forestry Company's proposal has been uploaded to notifications.

16. Question: What grants have previously been awarded as part of this contract? Are there any specific grants in mind that the county wishes to pursue?

Response: The County, along with guidance and assistance from our current Ecologist, have secured FWC gopher tortoise habitat funding assistance, USF&WS habitat restoration funding assistance, and an FDACS Carbon Sequestration Grant. Our intent is to continue to seek additional funding from these agencies and look for other applicable grants from these and other agencies such as the National Fish and Wildlife Foundation Long Leaf Pine Alliance.

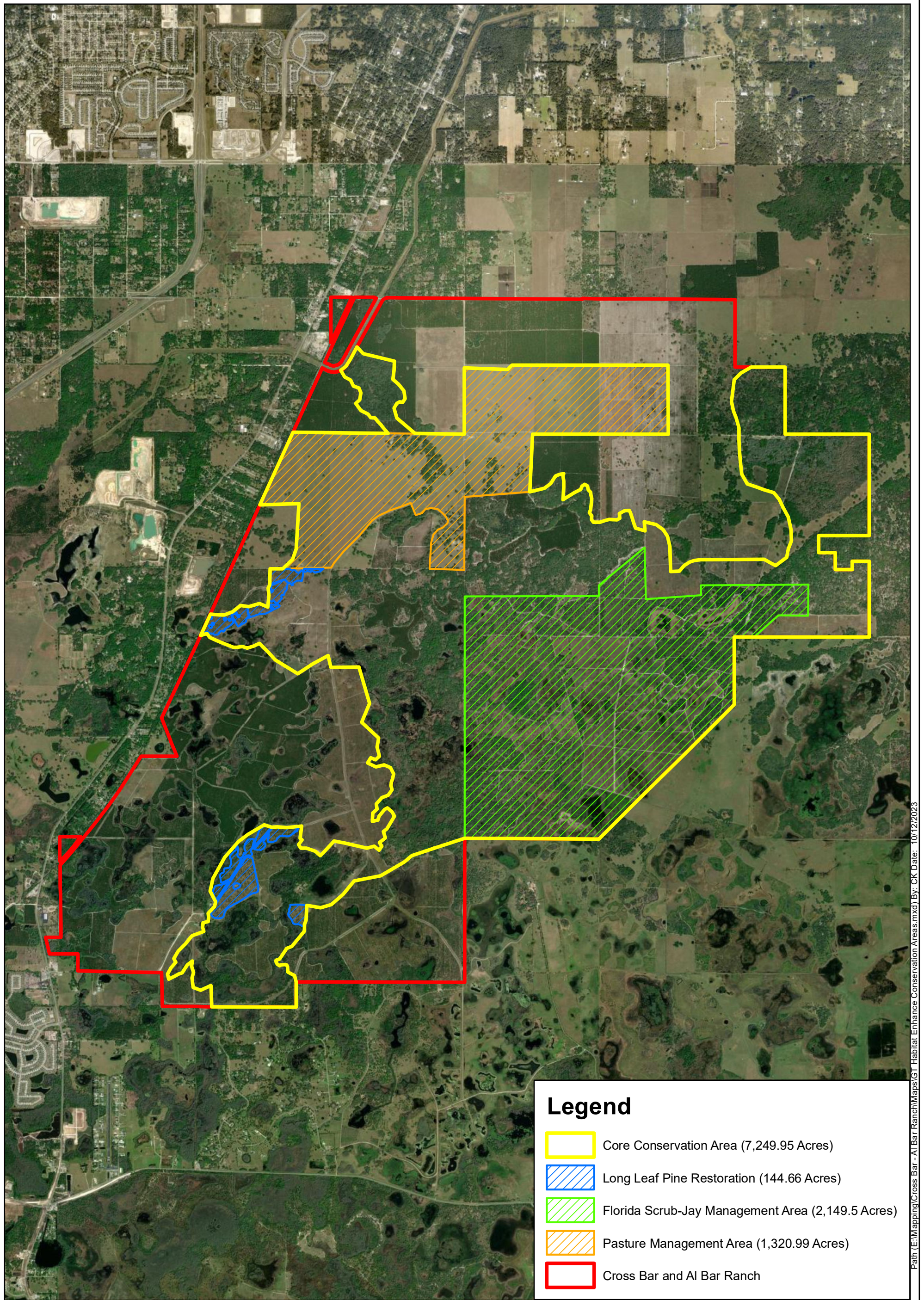
All other specifications, terms and conditions remain the same.

Confirm receipt of Addendum(s) in OpenGov.

Sincerely,

A handwritten signature in blue ink that reads "Merry Celeste". The signature is written in a cursive style with a large initial "M".

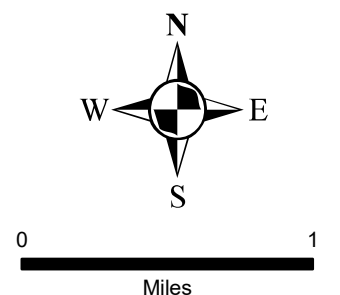
Merry Celeste, CPPB
Division Director
Purchasing and Risk Management

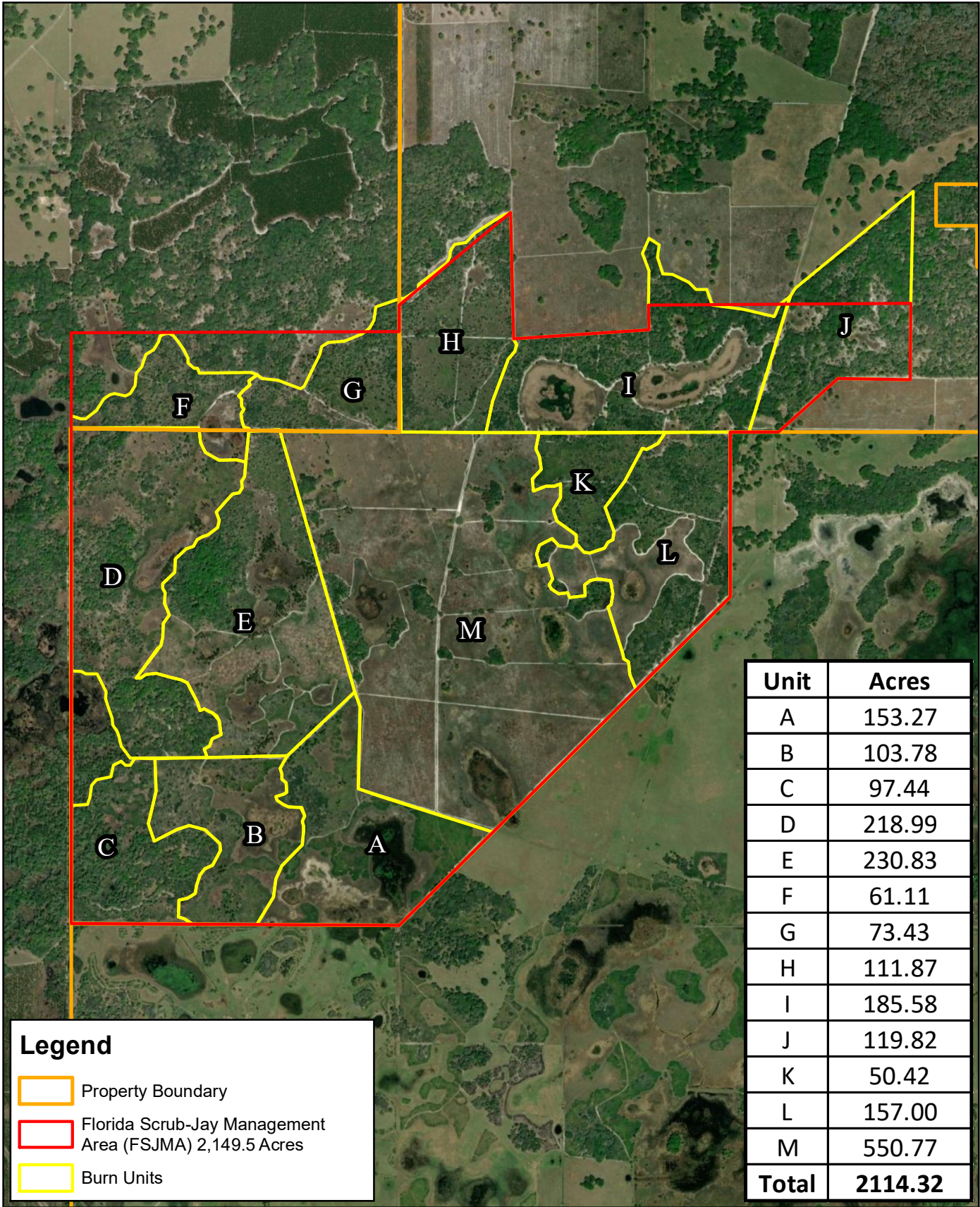


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**Core Conservation Areas
Cross Bar and Al Bar Ranch
Pasco County, Florida**





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Legend

-  Property Boundary
-  Florida Scrub-Jay Management Area (FSJMA) 2,149.5 Acres
-  Burn Units



**FSJMA Burn Units
Cross Bar and Al Bar Ranch
Pasco County, Florida**

