

**AGREEMENT**

**PINELLAS COUNTY GOVERNMENT IS COMMITTED TO PROGRESSIVE PUBLIC POLICY, SUPERIOR PUBLIC SERVICE, COURTEOUS PUBLIC CONTACT, JUDICIOUS EXERCISE OF AUTHORITY AND SOUND MANAGEMENT OF PUBLIC RESOURCES, TO MEET THE NEEDS AND CONCERNS OF OUR CITIZENS TODAY AND TOMORROW.**



**NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT**

**RFP TITLE: Pinellas County Beach Restoration Project – Design Services**

**RFP CONTRACT NO. 23-1078-RFP-CCNA**

**COUNTY PID NO. 001516A**

**NON-CONTINUING FIRM: Aptim Environmental & Infrastructure, LLC.**

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## **SECTION 1 - INTENT OF AGREEMENT**

### AGREEMENT FOR PROFESSIONAL **DESIGN SERVICES** FOR PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **Aptim Environmental & Infrastructure, LLC.**, with offices in **Tampa**, FL hereinafter referred to as the consultant.

**WITNESSETH**, that:

**WHEREAS**, Pinellas County, herein referred to as the County, requires **design** services associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of **the Pinellas County Beach Restoration Project.**

**WHEREAS**, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

**WHEREAS**, the consultant has expressed the willingness and ability to provide the aforementioned Services; and

**NOW THEREFORE**, the County and the consultant, in consideration of the mutual covenants hereinafter set forth, agree as follows:

**AGREEMENT****SECTION 2 - SCOPE OF PROJECT****1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

For the purposes of this Agreement the term project shall include all areas of proposed improvements, all areas that may reasonably be judged to have an impact on the project, and all project development phases and the services and activities attendant thereto. It is not the intent of this Agreement to identify the exact limits or details involved in providing satisfactorily completed project construction documents. The Consultant shall provide the following professional services to prepare construction plans, specifications, and complete applications for and receive all federal, state, and local permits required for construction of the project. The project design shall be based on the following data:

**TBD** All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

**Required Deliverables**

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus 2 paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

**2. PROJECT PHASES**

All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in Exhibit A.

**3. CONSULTING RESPONSIBILITIES**

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

**4. GENERAL DESIGN CONDITIONS**

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.

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2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

**5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS**

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 (“WCAG 2.0”) at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County’s sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the “Accessibility Issue”) that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier’s receipt of a non-compliance notice (“Notice”), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) (“Initial Meeting”).

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;

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- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

### **SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT**

#### **1. SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

#### **2. BIDDING PHASE**

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.
2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

#### **3. CONSTRUCTION PHASE**

All contact and/or communication from the Consultant to the Contractor shall be coordinated with the knowledge of the County.

##### A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies.

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Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.

7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant shall visit the project as necessary, but at a minimum of 3 month, 6 month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the Consultant of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.
17. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

**4. PROVISIONS RELATED TO ALL PHASES**

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
  - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
  - b. The design notes and calculations shall include, but not be limited to, the following data:
    - 1) Design criteria used for the project.
    - 2) Roadway geometric calculations
    - 3) Structural calculations.



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- 4) Drainage calculations.
  - 5) Traffic design calculations
  - 6) Traffic control calculations
  - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
  - 8) Calculations showing probable cost comparisons of various alternatives considered.
  - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
  - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
  5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
  6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
  7. Other Consultant responsibilities shall be as listed below:
    - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
    - b. Assist the County in Contractor claims and/or litigation.
    - c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
  8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
  9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
  2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
  3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
  2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project.

**SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY**

The County shall provide the following for the Consultant's use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the project design, which the County may have in its possession.
- B. Reproduces of the County Engineering Department Standard Drawings applicable to the project.
- C. Sample copies of the County standard contract documents and specifications.

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D. Preparation of legal (front-end) section of the specifications.

**SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

The following services shall be provided at no additional cost to the County:

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Public Works or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.
5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

**SECTION 6 - PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

1. **BASIC SERVICES**

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the Consultant under this Agreement.

2. **OPTIONAL SERVICES**

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of the Public Works, or designee.

3. **CONTINGENCY SERVICES**

When authorized in writing by the County's Director of Public Works or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

Compensation for any Contingency Services assignments shall be negotiated between the County and the Consultant at the time the need for services becomes known.

4. **ADDITIONAL SERVICES**

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the Consultant shall provide such additional services as may become necessary because of changes in the Scope of project. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

5. **INVOICING**

The Consultant may submit invoices for fees earned on a monthly basis. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the percentage of fee claimed for each phase. Billings within each phase of work shall be for the percentage of work effort completed to date for that phase. The County shall make payments to the Consultant for work performed in accordance with the Local Government Prompt Payment Act, Section 218.70 et. seq., F.S.

The following services shall be considered reimbursable services and may be filled in full upon their completion and acceptance. The Consultant shall provide copies of supporting receipts/invoices/billing documentation. Self-performed

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reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

- A. Soil Analysis/Geotechnical Investigations.
- B. Contamination Assessments/Hazardous Material Analysis (if required).
- C. Aerial Photography (if required).
- D. Payment of Permit Fees (if required).
- E. Payment of the Public Information Meeting Advertisements, if required.
- F. Payment of the Court Reporter for public meetings, if required.
- G. Printing and Binding Services.

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the County may, prior to processing of the invoice for payment, require the Consultant to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, John Bishop.

SUPPLIER 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 Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER 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.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

## **SECTION 7 - COMPENSATION TO THE CONSULTANT**

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: \$25,230.00 for the Task 1 – Monthly Project Team Meetings of the project.

A Lump Sum Fee of: \$24,700.00 for the Task 2 - Data and Document Compilation and Review Phase of the project.

A Lump Sum Fee of: \$19,500.00 for the Task 3 – Pre-Application Meeting Phase of the project.

A Lump Sum Fee of: \$84,580.00 for the Task 4 – Beach Nourishment Design Phase of the project.

A Lump Sum Fee of: \$76,160.00 for the Task 5 – Permitting and Agency Coordination FDEP Phase of the project.

A Lump Sum Fee of: \$82,880.00 for the Task 6 – Permitting and Agency Coordination USACE Phase of the project.

A Lump Sum Fee of: \$14,220.00 for the Task 7 – Real Estate Coordination Phase of the project.

A Lump Sum Fee of: \$36,450.00 for the Task 8 – Stakeholder Meetings/Public Outreach Phase of the project.

A Lump Sum Fee of: \$90,480.00 for the Task 9 – Develop Plans and Specifications and Bid Documents Phase of the project.

A Lump Sum Fee of: \$26,170.00 for the Task 10 – Bidding Assistance and Pre-Construction Compliance Phase of the project.

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A Lump Sum Fee of: \$649,195.00 for the Task 11 – Construction Phase Services Phase of the project.

A Lump Sum Fee of: \$11,900.00 for the Task 12 – Pipeline Corridor Hardbottom Monitoring for Sand Key Phase of the project.

A Lump Sum Fee of: \$105,098.00 for the Task 13 – Post-Construction Beach Profile Surveys Phase of the project.

A Lump Sum Fee of: \$20,615.00 for the Task 14 – Post-Construction Egmont Shoals Borrow Area Survey Phase of the project.

A Lump Sum Fee of: \$13,610.00 for the Task 15 – Post-Construction Pass-a-Grille Borrow Area Survey Phase of the project.

A Lump Sum Fee of: \$10,400.00 for the Task 16 – Post-Construction Blind Pass Borrow Area Survey Phase of the project.

A Lump Sum Fee of: \$10,400.00 for the Task 17 – Post-Construction Johns Pass Borrow Area Survey Phase of the project.

A Lump Sum Fee of: \$41,720.00 for the Task 18 – Project Close Out and Final Certification Phase of the project.

A Lump Sum Fee of: \$854,412.50 for the Task 19 –Years 1-5 Post-Construction Physical Monitoring Phase of the project.

A Lump Sum Fee of: \$199,940.00 for the Task 20 – Additional Services Phase of the project.

The above fees shall constitute the total not to exceed amount of (\$0.00) to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: (\$0.00) for the Task 7.2 of the project

3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed (\$) for all assignments performed.
4. Total agreement not-to-exceed amount (**\$2,397,660.50**).
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

## **SECTION 8 - PERFORMANCE SCHEDULE**

Time is of the essence in this Agreement. The Consultant shall plan and execute the performance of all services provided for in this Agreement in such manner as to ensure their proper and timely completion in accordance with the following schedule:

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

**AGREEMENT****SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

**SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

The County reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultant's team at time of award must be approved by the Director of Purchasing prior to performing any service.

**SECTION 11 - SATISFACTORY PERFORMANCE**

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Public Works or designee.

**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.
2. The decision of the County upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS**

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the Consultant under this Agreement shall be delivered to and become the property of the County. The Consultant, at its own expense, may retain copies for its files and internal use. The County shall not reuse any design plans or specifications to construct

**AGREEMENT**

another project at the same or a different location without the Consultant's specific written verification, adaptation or approval.

**SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

1. The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

**SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the Consultant shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986**

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

**SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19 - TRUTH IN NEGOTIATIONS**

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

**SECTION 20 - SUCCESSORS AND ASSIGNS**

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

**AGREEMENT****SECTION 21 - INTEREST ON JUDGMENTS**

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

**SECTION 22 - TERMINATION OF AGREEMENT**

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.
2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23 - AGREEMENT TERM**

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for 1277 consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24 - CONFLICT OF INTEREST**

1. By accepting award of this Contract, the Consultant, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the Consultant's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the project for which the Consultant is furnishing its services required hereunder.
2. If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the County.

**SECTION 25 - ENTIRE AGREEMENT**

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the County and the Consultant and may be amended only by written instrument signed by both the County and the Consultant.

**SECTION 26 - PUBLIC ENTITY CRIMES**

Consultant is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and Consultant agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. Consultant represents and certifies that Consultant is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable,

**AGREEMENT**

laws. Consultant agrees that any contract awarded to Consultant will be subject to termination by the County if Consultant fails to comply or to maintain such compliance.

**SECTION 27 - PUBLIC RECORDS**

Consultant 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 Consultant 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.

**CONTRACTOR'S DUTY:**

**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 agreement, the contractor shall contact:**

**Pinellas County Board of County Commissioners**

**Purchasing and Risk Management Division**

**400 S. Ft. Harrison Ave, 6th Floor,**

**Clearwater, FL 33756**

**Public Records Liaison**

**Phone: 727-464-3237**

**Email: [mcchartier@pinellas.gov](mailto:mcchartier@pinellas.gov)**



**AGREEMENT**

**SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

**Firm Name:** Aptim Environmental & Infrastructure, LLC.

By: 

Print Name: WILLIAM L DEANE JR

Title: SR. VICE PRESIDENT

Date: 1/30/2024

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

By:   
Chairman

Date: February 20, 2024.

**ATTEST: Ken Burke, Clerk of the Circuit Court**

By:   
Deputy Clerk

Date: February 20, 2024.



**APPROVED AS TO FORM**

By: Joseph Morrissey  
Office of the County Attorney

**EXHIBIT A - SCOPE OF SERVICES**

**Beau Suthard, PG**  
*Program Director*

APTIM  
 725 US Highway 301 South  
 Tampa, FL 33619  
 Tel: +1 727 374 2150  
 Cell: +1 727 463 1359  
 Beau.suthard@aptim.com

January 26, 2024

John Bishop, Ph.D.  
 Coastal Management Coordinator  
 Public Works  
 Pinellas County Government  
 22211 US Hwy. 19 N., Bldg. 10  
 Clearwater, FL 33765

**RE: Pinellas County Beach Restoration Project – Design Services  
 Scope of Work Proposal**

Dear Dr. Bishop:

Per your request, Aptim Environmental & Infrastructure, LLC (APTIM) and our subconsultant, Coastal Protection Engineering LLC (CPE), (the APTIM Team), have prepared this proposal to assist Pinellas County (the County) with design, regulatory, environmental and physical monitoring, and construction phase services related to a standalone beach nourishment project for portions of Sand Key, Treasure Island, and Long Key. This proposal details the Scope of Services, cost proposal, and related information for this effort.

**Background**

The use of beach nourishment along the Sand Key, Treasure Island, and Long Key project areas is well established. Treasure Island has been nourished regularly since 1969 while Sand Key and Long Key have been nourished regularly since the 1980's. Most recently in 2018, the United States Army Corps of Engineers (USACE) nourished all project areas except the south end of Long Key which was last nourished in 2014. The Sand Key project is due for nourishment in 2024 while Treasure Island and Long Key were due in 2022. The Sand Key project is currently on hold due to in-sufficient perpetual public access easements as required by USACE. Treasure Island and Long Key are now also on hold for the same perpetual easement issue. As such, the County has elected to advance a locally sponsored beach nourishment project for portions of Sand Key, Treasure Island, and Long Key in an effort to ensure adequate shore protection of upland infrastructure from coastal erosion and storm events.

The general scope of work for this project is to provide professional engineering services for beach nourishment along the project area. Services shall include preliminary engineering, surveying, design, permitting, plans preparation, construction specification preparation, and engineer-of-record construction services.

**Scope of Services**

The following Scope of Services includes tasks needed to design, permit, construct, and monitor a standalone beach nourishment project for portions of Sand Key, Treasure Island, and Long Key.

**Expect the Extraordinary.**

### **Task 1: Monthly Project Team Meetings**

APTIM will host 24 monthly (approximately) project team meetings throughout the project design and permitting phases (all pre-construction phases). These meetings will be based online via Teams and will consist of the County project team and the APTIM project team. Upon occasion, one or more APTIM team members may elect to meet in person with County staff at the County's offices in Clearwater depending on planned meeting topics, as needed. One hour, together with a minimal amount of meeting preparation time, has been budgeted for each of the expected monthly meetings with the expectation that some meetings will be shorter, and some will be longer. All construction-related services, including team meetings during construction, are included under Task 10 below.

### **Task 2: Data and Document Compilation and Review**

The APTIM Team will compile and conduct a thorough review of existing regulatory and permit documents, including biological and physical monitoring plans, and federal National Environmental Policy Act (NEPA) documents. This will aid in developing comprehensive Florida Department of Environmental Protection (FDEP) and USACE application packages and prevent duplication of existing regulatory documents and plans. This step will also prepare the project team for the pre-application meeting, allowing for a concise and efficient meeting to layout the regulatory review, design, and permitting plan for this standalone project.

### **Task 3: Pre-Application Meeting**

The APTIM Team will coordinate with the County, state, and federal regulatory agencies to schedule and participate in a pre-application meeting for the proposed project. Efforts will be made to hold one meeting with all agency staff but, if necessary, two (2) separate meetings may be held for state (FDEP and Florida Fish and Wildlife Commission (FWC)) and federal (USACE, U.S. Fish and Wildlife Service (USFWS), and National Marine Fisheries Service (NMFS)) staff.

The purpose of the pre-application meeting is to obtain agency input and guidance on the proposed project, and identify additional data needs and concerns. Feedback received during the pre-application meeting will be used to complete the design of the proposed project and prepare and submit thorough and complete permit applications.

The meeting(s) will be held virtually via webinar. The APTIM Team will prepare a meeting agenda and presentation for use during the meetings, summarizing the project setting and conditions, proposed design, basis for design, construction methods, and anticipated timeline. Following the meeting, the APTIM Team will distribute meeting minutes to participants. This task also includes ancillary related efforts for ongoing coordination, impromptu conference calls, and attending meetings and/or presentations as requested by Pinellas County in support of the design and permitting.

### **Task 4: Beach Nourishment Design**

The APTIM Team will design a beach nourishment project for a standalone, County-lead beach nourishment project for the Sand Key, Treasure Island, and Long Key segments. This design will be based on the previously constructed USACE design template in an effort to streamline permitting and accelerate the overall timeline for project construction. The only additions to the design above and beyond the previously constructed USACE segments will be the inclusion of a dune feature throughout the project template, and the inclusion of a turtle-friendly berm design. Both enhancements should be viewed favorably by regulatory agencies and should not result in



increased regulatory review timelines, but to be sure, APTIM will explore the inclusion of both of these options at the pre-application meeting to gauge regulatory agency opinions. If they do end up increasing regulatory review timelines, APTIM and the County can discuss removal of these options in an effort to keep the accelerated project schedule intact. If an equilibrium toe of fill analysis is needed, it will be covered under Task 19.

The project design will describe the design conditions, the advance nourishment volume and the probable distribution of fill sand for the upcoming renourishment project. The available sand sources will be described in a geotechnical summary. An estimated construction schedule, timing, and likely method of construction will be summarized. All CAD deliverables under this task will adhere to the Pinellas County CAD Standards Manual for Survey and Civil Engineering and all CAD files for this task will be delivered to the County.

### **Task 5: Permitting and Agency Coordination**

The APTIM Team will undertake permitting and agency coordination efforts for this standalone project. Specifically, the APTIM Team will work to submit and seek approval of a federal regulatory permit for the entire project, including the previously constructed Sand Key, Treasure Island, and Long Key segments as one federal permit (Task A below). In addition, the APTIM Team will request a minor permit modification for the Sand Key Nourishment Project (0238664-001-JC) to extend the expiration date of the current permit (July 6, 2026) per FDEP guidance, and will also prepare and submit a Joint Coastal Permit (JCP) application to obtain a new FDEP permit for the Treasure Island/Long Key Nourishment Project (Task 5B below).

#### ***Task 5A: USACE Permitting***

The Sand Key Nourishment Project and the Treasure Island/Long Key Nourishment Project each require a USACE permit to authorize beach nourishment along the project templates previously constructed by the USACE. The APTIM Team will prepare and submit a Department of the Army (DA) permit application (ENG FORM 4245), along with supporting attachments, to the USACE Tampa regulatory office. Our biologists will assist the USACE with Endangered Species Act (ESA) Section 7 Consultation with U.S. Fish and Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS) for listed species and critical habitat in the project area. We will submit the NMFS Endangered Species Act (ESA) Section 7 Checklist and supplemental wildlife survey information with the DA permit application for use by NMFS and USFWS when preparing Biological Opinions (BO) for the project. Once the application has been submitted, the APTIM Team will also prepare a Draft Public Notice for use by the USACE to expedite the permitting process.

As the project templates have been previously constructed by the USACE, we do not anticipate that additional NEPA documents will be required (i.e., Environmental Assessment (EA) or Environmental Impact Statement (EIS)). We also do not foresee the USACE requiring a Biological Assessment (BA) or Essential Fish Habitat (EFH) Assessment in support of the permit application. If agencies determine these additional documents are required, contingency funds under Task 19 can be authorized, or a separate proposal can be submitted for those services.

Following submittal of USACE permit applications, the APTIM Team will maintain an open line of communication with agency staff in order to facilitate a timely permit issuance. We will respond to federal agency questions and provide the required data and information in



order to deem the project files complete. We will also offer assistance to agency staff throughout the permitting process for issuance of final permits and BOs.

The USACE may submit questions, sometimes on behalf of USFWS and NMFS or to support preparation of their Public Notice. The APTIM Team will review up to two (2) of these requests and respond based on available information to the extent of the scope identified herein. Protracted permitting requests or additional field work may not be covered in this scope, and contingency funds under Task 19 below can be authorized, or a separate proposal can be submitted for those services if needed.

Upon receipt of draft permits, we will review and negotiate permit conditions, as needed, for accuracy and consistency before permits are finalized.

As this item is likely the critical path task to achieving the project within the desired timeline, the APTIM Team will likely require assistance from the County to leverage political connections in an effort to expedite federal regulatory review and permit issuance as needed.

#### ***Task 5B: FDEP Permitting***

The APTIM Team will request a minor permit modification for the Sand Key Nourishment Project (0238664-001-JC) to extend the expiration date of the current permit (currently July 6, 2026) per FDEP guidance. In addition, the minor modification will add the new design features, including a dune feature throughout the project template and a turtle-friendly berm design. The modification will also add the Egmont Shoals borrow area, which does not appear to be currently included in permit 0238664-001-JC, though there may have been a modification previously adding it.

The APTIM Team will also prepare and submit a Joint Coastal Permit (JCP) application to obtain a FDEP permit for the Treasure Island/Long Key Nourishment Project. We will prepare all engineering, environmental, and geology sections of the JCP application, special plans (e.g., Physical Monitoring Plan), and other supporting attachments. The application will include information pertinent to the coastal system, environmental setting, design details in permit drawings, and other information requested during pre-application FDEP coordination. The permit application will incorporate the information compiled during the data and documentation review (Task 2), such as permit documents, monitoring plans, site investigations, hardbottom monitoring surveys, engineering and modeling studies, and physical monitoring reports. Much of the information required for the FDEP JCP application will also be provided to the USACE for this project.

Following submittal of the FDEP permit application, the APTIM Team will maintain an open line of communication with agency staff in order to facilitate a timely permit issuance. We will respond to state agency questions and provide the required data and information in order to deem the project files complete. We will also offer assistance to agency staff throughout the permitting process for issuance of final permits.

Requests for Additional Information (RAI) outlining additional information needed for FDEP to deem the application complete are typically issued within 30 days of application submittal. RAIs are expected to include comments from FDEP staff as well as any comments from the Florida Fish and Wildlife Conservation Commission (FWC). The



APTIM Team will review up to one (1) of these requests for the Sand Key Nourishment Project modification request and up to two (2) of these requests for the Treasure Island/Long Key Nourishment Project permit application and respond based on available information to the extent of the scope identified herein. Protracted permitting requests or additional field work may not be covered in this scope, and contingency funds under Task 19 below can be authorized, or a separate proposal can be submitted for those services if needed.

Upon receipt of draft permits, we will review and negotiate permit conditions, as needed, for accuracy and consistency before permits are finalized.

#### **Task 6: Real Estate Coordination**

While the County will be responsible for obtaining the proper easements from upland property owners to allow for project construction, APTIM will assist the County with the identification of impacted property owners based on the project design and the most recent physical monitoring survey data. This effort will be limited to assisting the County's Real Estate division with impacted parcel determinations for the County to use in identifying, notifying, and negotiating easements with impacted property owners.

#### **Task 7: Stakeholder Meetings/Public Outreach**

APTIM will host up to two (2) stakeholder engagement meetings at a County or beach Town facility. APTIM's Program Director and APTIM's Engineer of Record will attend in person, while the APTIM Team's environmental, permitting, geological, and survey staff representatives will attend remotely via Teams. These meetings will be intended to present the project to local stakeholders and answer specific questions as needed. APTIM has not included funds to setup a project website, including construction timelines and progress as that is expected to be a County task. Should the County want APTIM to setup, host, and maintain a project website, including construction schedules and updates, APTIM has that capability and could accomplish this by the County authorizing contingency funds under Task 19, or a separate proposal can be submitted for those services.

#### **Task 8: Develop Plans and Specifications and Bid Documents**

APTIM will develop bid documents and project plans and specifications to support the County prior to bidding of this project. The bid documents will include construction plans using the design developed in Task 4 and a set of specifications that are compatible with the plans and County guidelines. Bid volumes will be estimated using the latest available survey data and include an estimate of projected infilling prior to construction. The specifications will provide sections addressing General Conditions, Technical Provisions, and Environmental Protection. Specifications will also incorporate all permit documents, including FDEP Monitoring Standards for Beach Erosion Control Projects, requiring contractor compliance with permits through reference. The specifications will include information concerning beach survey control required for constructing the project. APTIM will assist with incorporating the County front end documents into the bid package and checking for consistency and duplication with technical specifications. All CAD deliverables under this task will adhere to the Pinellas County CAD Standards Manual for Survey and Civil Engineering and all CAD files for this task will be delivered to the County.

#### **Task 9: Bidding Assistance and Pre-Construction Compliance**

The APTIM Team will assist the County in bidding the project for construction. We will prepare for, and participate in, a pre-bid meeting to describe the project and attempt to answer all



contractor questions. Addendums, as required, will be issued to respond to all contractor questions concerning the specifications and plans for construction. After bids have been received by the County, APTIM will review the bids to assist in determining if all bidders are qualified and responsive. From the responsive and qualified bidders, APTIM will make a recommendation consistent with County purchasing policies. After a recommendation has been provided to the County for selection of the Contractor, we will be available to respond to any questions concerning our recommendation.

After selection, APTIM will prepare the draft request for the FDEP's Notice to Proceed, and will coordinate, prepare for, and attend the pre-construction conference with the County's Contractor (the Contractor), the Contractor's associated sub-contractors, FDEP, and the FWC staff, the marine turtle permit holder, and other involved parties. APTIM will prepare the written notice of the probable commencement of dredging indicating the anticipated start date.

### **Task 10: Construction Phase Services**

While the County will conduct formal Construction Engineering and Inspection services (CEI) during construction, the APTIM Engineer of Record will be the County's technical representative during the construction period and assist and observe the Contractor during construction. The Engineer will make visits to the site at intervals appropriate to the various stages of construction, as the Engineer deems necessary as an experienced and qualified design professional in order to observe the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, the Engineer will endeavor for the benefit of the County to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations, the Engineer will keep the County informed of the progress of the Work and will endeavor to guard the County against defective Work. The Engineer will furnish a Resident Project Representative/engineer to assist in providing more continuous observation of the Work. APTIM will establish a local presence during construction. The APTIM Team will maintain a local presence and conduct daily (daytime only) construction observations seven (7) days a week during construction. As the construction will likely take place 24 hours per day, this will amount to an onsite APTIM observer for approximately 50% of the time during construction (daytime only). The Engineer will manage weekly construction meetings. APTIM personnel will also provide office engineering support as needed during the construction phase.

Emphasis during construction will be placed upon monitoring the timeliness of the Contractor's work and the quality of the sediment placed on the beach. Engineering representatives will observe construction daily and collect sand samples. The APTIM Engineer will be available to address questions concerning the plans and specifications and address other issues of coordination for the beach nourishment project. The Engineer will also accept and review dredge Contractor quality control reports (daily reports), dredge tracks, sand sample results and water quality reports through the duration of the project from mobilization through demobilization from the project site. The Engineer will provide coordination between the environmental monitors and the Contractor and coordinate changes in construction that may be needed to address sea turtle nesting, shorebirds, or other activities.

The Engineer's representative will observe the before and after dredge surveys performed by the Contractor during construction. The Engineer will calculate pay quantities and approve acceptance sections based on these surveys after completion of the entire fill amount. The Engineer will review and approve pay estimates and provide this information to the County for



payment and to support payment authorized by grants during construction. The Engineer will prepare a daily QA report summarizing construction. These reports will be available to the County representatives on request or at the end of the project.

The Engineer will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the Engineer may determine necessary, which shall be consistent with the intent of and reasonably inferable from Contract Documents. The Engineer may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. These may be accomplished by a Field Order or new drawings and will be binding on the County and also on the Contractor who shall promptly perform the Work involved. Significant changes in price or scope will be presented to the County for their review and approval. The County Project Manager will have final approval authority for all changes, including minor Field Orders.

It is expected, based on previous USACE construction events, that the total time to construct all three segments of the project is estimated to be approximately 180 days, which served as the basis for the cost estimate for this task. When construction is not taking place for an extended period of time due to weather or the Contractor's equipment problems, APTIM will not count the period as part of the 180-day construction period for payment.

#### **Task 11: Pipeline Corridor Hardbottom Monitoring for Sand Key**

The Sand Key Beach Nourishment Project does not authorize any direct and/or secondary impacts to hardbottom resources. Permit required hardbottom monitoring protocols are set forth in the FDEP approved Hardbottom Biological Monitoring Plan (BMP) (November 2018). The BMP includes methods and reporting requirements for pre-construction surveys of pipeline corridors, corridor buffers, and pad areas, for post-placement pre-pumping pipeline surveys, and for pre-, during, and post-construction monitoring of areas containing hardbottom resources in close proximity to construction activities (Table 1). The BMP also sets forth requirements and actions to be taken if impacts to resources are documented. The required survey area includes the area within all seven (7) pipeline corridors, the area 25 m to the right and left of all pipeline corridors, and the area within all corridor associated t-pads/barge pads.

**Table 1. Monitoring Schedule as Outlined in the BMP (FDEP, 2018).**

<b>Order</b>	<b>Survey/Monitoring Type</b>	<b>Period</b>	<b>Submittals</b>
1a	Sonar Survey and Assessment of Historical Survey Information	Pre-Construction	Pre-Construction Survey Data and Report Due after 1a-1c are completed
1b	Diver Verification Surveys	Pre-Construction	
1c	Hardbottom Mapping	Pre-Construction	
2	Pad Area Monitoring – Initial Event	Pre-Construction	
3	Post-Placement Pipeline Survey	Pre-Pumping	Post-Placement Pipeline Survey Data due after survey
4	Corridor Monitoring – Initial Event	Pre-Pumping	
5	Corridor Monitoring – For Type 1 Monitoring Only (Multiple Events)	During-Construction	
6	Corridor and Pad Area Monitoring – Final Events	Post-Construction	Monitoring Data and Reports due after events





The pipeline corridor hardbottom monitoring shall be the responsibility of the Contractor. This will allow flexibility if it is determined that all pipeline corridors will not be utilized, thereby, focusing the survey and monitoring efforts. The APTIM Team will provide Contractor oversight and coordination for this Task by reviewing the submittals for compliance with the BMP and permit conditions. The APTIM Team will also provide specifications as needed under Task 8.

### **Task 12: Post-Construction Hydrographic and Topographic Beach Profile Survey of Sand Key, Treasure Island, Long Key Borrow Area(s)**

It will be the responsibility of the Contractor to conduct the pre-construction surveys, including hydrographic and topographic surveys of the project areas and all borrow areas that they will be utilizing. This will allow the Contractor to determine the best timing to comply with the pre-construction permit requirements since they will be setting the mobilization and construction timeline. The APTIM Team will conduct post-construction hydrographic surveys of the borrow areas utilized by the Contractor and hydrographic and topographic surveys of the project area. Because the APTIM Team does not currently know which borrow area locations will be selected for use by the Contractor, the APTIM Team has proposed contingent subtasks for each potential borrow area (described below). The expectation as of the time of this proposal is that the County will require dredging of the Johns Pass and Blind Pass borrow areas, and that the contractor will need to use the Egmont Shoals borrow area to achieve the required volumes for construction. The County can select which subtasks to award during the project based on which borrow areas were utilized for construction.

These borrow area alternatives are based on the previously permitted and utilized borrow areas for earlier Sand Key and Treasure Island/Long Key federal projects. The Sand Key project has historically used material from the Egmont Shoals borrow area, Treasure Island has used both the Johns Pass borrow area and Egmont Shoals borrow area, and Long Key has historically used the Blind Pass borrow area. Additionally, the Pass-a-Grille ebb shoal borrow area has been previously permitted as a borrow source for Long Key, so it also is included here as an option.

All of the surveys described under Task 12 will be completed in one mobilization/demobilization. Mobilization/demobilization costs are included in subtask 12A as that will be a required task. No mobilization/demobilization costs are included in contingency subtasks 12B, 12C, 12D, or 12E as mobilization/demobilization will be covered under subtask 12A regardless of how many or few contingency subtasks are authorized. All CAD deliverables under all Task 12 subtasks will adhere to the Pinellas County CAD Standards Manual for Survey and Civil Engineering and all CAD files for this task will be delivered to the County.

#### ***Task 12A: Post-Construction Beach Profile Surveys***

For Sand Key, the survey will encompass FDEP R-Monuments R-52 to T-125 as stated in the Physical monitoring plan for Permit No. 02368664-001-JC, including additional profiles as surveyed in previous monitoring surveys conducted by the USACE for a total of 77 profiles. For Treasure Island, the survey will encompass FDEP R-Monuments R-126 to R-143, including additional profiles as surveyed during previous monitoring events by the USACE for a total of 30 profiles. For Long Key, the survey will encompass FDEP R-Monuments R-144 to R-166, including additional profiles as surveyed in previous monitoring events by the USACE for a total of 39 profiles. A total of 146 profiles will be collected as part of this post-construction survey effort.



Beach profiles will be collected offshore to a distance of 3000' or to a depth of -20 feet NAVD, whichever is achieved first. Survey data collection and deliverables will adhere to the methods as published in the Division of Water Resource Management, Department of Environmental Protection and Statewide Coastal Monitoring Standards for Beach Erosion Control Projects.

Prior to the start of the survey, reconnaissance of published National Geodetic Survey (NGS) and/or FDEP 2nd order control monuments will be conducted to confirm that survey control is in place and undisturbed. Global Navigation Satellite System (GNSS) techniques will be used to locate and confirm survey control for this project. Static methods will also be utilized to establish temporary benchmarks (TBMs) if the 2nd order survey control is disturbed or insufficient to cover the entire survey area.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each survey day using at least two (2) 2nd order monuments or TBMs in the project area. GNSS utilizes statistical methods to ensure data remains within the 95% confidence interval and meets the vertical accuracy required for this survey as outlined in FDEP monitoring standards of 0.16' US survey feet.

All horizontal positions will be collected in United States (US) survey feet relative to the North American Datum of 1983/2011 (NAD 83/11), FIPS Florida West (0902) State Plane. All vertical data will be collected in US survey feet relative to the North American Vertical Datum of 1988 (NAVD 88).

Surveyors will collect upland and nearshore portions of the cross-section using GNSS rovers. Offshore sections of the profiles will be collected using an ODOM Hydrotrac sounder with digitizer on the survey vessel, with a centrally located hull-mounted transducer. A Trimble GNSS and a dynamic motion sensor (or similar) will be used onboard the survey vessel to provide instantaneous tide corrections as well as attitude corrections. To maintain the vessel navigation along the profile lines, HYPACK navigation software will be used for real time navigation and data acquisition. Onshore GNSS data collection will overlap the offshore soundings by a minimum of 50 feet. GNSS topographic data will be collected in areas inaccessible to the survey vessel along the shoreline and any shoaled areas.

The sounder will be calibrated with a sound velocity probe and conventional bar-check at the beginning and end of each survey day. Bar-checks will be performed as a redundant calibration from a depth of five (5) feet to a minimum depth of twenty (20) feet. Tide readings will be taken while conducting the onshore portion of the profile to verify onboard tide readings.

Upon completion of the field work, data will be processed using surveyor's internal software programs, Trimble Business Center, and HYPACK. The offshore data will be processed using HYPACK and an ASCII XYZ file will be created and exported for plan view maps as well as profile plots. Onshore and offshore data will be merged, and a representative cross-sectional plot derived for each profile line. All data will undergo strict quality control procedures including tidal verification, historical data comparison, static verification of all control and GNSS control checks.



All work shall be conducted under the direct supervision of a licensed Florida Professional Surveyor and Mapper as well as an American Congress of Surveying and Mapping Certified Hydrographer and will be in accordance with Chapter 5J-17 Florida Administrative Code (F.A.C.) pursuant to Chapter 472 of the Florida Statutes (FS).

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, FDEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

***Task 12B: Post-Construction Egmont Shoals Borrow Area Survey***

The APTIM Team will conduct a post-construction hydrographic survey of the Egmont Shoals borrow area if utilized by the Contractor and authorized by the County. This survey will cover the entire permitted Egmont Shoals borrow area design shape and will consist of 500 ft spaced parallel lines with perpendicular tie lines every 1,000 ft. It is expected that this survey effort will require two field days to collect the required data. Mobilization/demobilization for this subtask (if authorized) is included under subtask 12A.

All survey profiles will be collected using an ODOM Hydrotrac sounder with digitizer on Hyatt Survey Service's (Hyatt) survey vessel, with a centrally located hull-mounted transducer. A Trimble GNSS and a dynamic motion sensor (or similar) will be used onboard the survey vessel to provide instantaneous tide corrections as well as attitude corrections. To maintain the vessel navigation along the profile lines, HYPACK navigation software will be used for real time navigation and data acquisition.

The sounder will be calibrated with a sound velocity probe and conventional bar-check at the beginning and end of each survey day. Bar-checks will be performed as a redundant calibration from a depth of five (5) feet to a minimum depth of twenty (20) feet.

Upon completion of the field work, data will be processed using surveyor's internal software programs, Trimble Business Center, and HYPACK. The data will be processed using HYPACK and an ASCII XYZ file will be created and exported for plan view maps as well as profile plots. All data will undergo strict quality control procedures including tidal verification, historical data comparison, static verification of all control and GNSS control checks.

All work shall be conducted under the direct supervision of a licensed Florida Professional Surveyor and Mapper as well as an American Congress of Surveying and Mapping Certified Hydrographer and will be in accordance with Chapter 5J-17 Florida Administrative Code (F.A.C.) pursuant to Chapter 472 of the Florida Statutes (FS). All horizontal positions will be collected in US survey feet relative to the North American Datum of 1983/2011 (NAD 83/11), FIPS Florida West (0902) State Plane. All vertical data will be collected in US survey feet relative to the North American Vertical Datum of 1988 (NAVD 88).

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, FDEP ASCII



files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work.

***Contingency Task 12C: Post-Construction Pass-a-Grille Borrow Area Survey***

The APTIM Team will conduct a post-construction hydrographic survey of the Pass-a-Grille borrow area if utilized by the Contractor and authorized by the County. This survey will cover the entire permitted Pass-a-Grille borrow area design shape and will consist of 500 ft spaced parallel lines with perpendicular tie lines every 1,000 ft. The survey will be conducted using the same methods/specifications and to the same quality standards as described under Contingency Task 12B (above.) It is expected that this survey effort will require one field day to collect the required hydrographic data. Mobilization/demobilization for this subtask (if authorized) is included under subtask 12A.

***Task 12D: Post-Construction Blind Pass Borrow Area Survey***

The APTIM Team will conduct a post-construction hydrographic survey of the Blind Pass borrow area if utilized by the Contractor and authorized by the County. This survey will cover the entire permitted Blind Pass borrow area design shape and will consist of 500 ft spaced parallel lines with perpendicular tie lines every 1,000 ft. The survey will be conducted using the same methods/specifications and to the same quality standards as described under Contingency Task 12B (above.) It is expected that this survey effort will require one field day to collect the required hydrographic data. Mobilization/demobilization for this subtask (if authorized) is included under subtask 12A.

***Task 12E: Post-Construction Johns Pass Borrow Area Survey***

The APTIM Team will conduct a post-construction hydrographic survey of the Johns Pass borrow area if utilized by the Contractor and authorized by the County. This survey will cover the entire permitted Johns Pass borrow area design shape and will consist of 500 ft spaced parallel lines with perpendicular tie lines every 1,000 ft. The survey will be conducted using the same methods/specifications and to the same quality standards as described under Contingency Task 12B (above.) It is expected that this survey effort will require one field day to collect the required hydrographic data. Mobilization/demobilization for this subtask (if authorized) is included under subtask 12A.

**Task 13: Project Close Out and Final Certification**

A post-construction report and certification required by state and federal agencies will be prepared and submitted to the appropriate agencies.

APTIM will complete project closeout and final certification for the project. Following notification by the Contractor that construction activities are deemed to be substantially complete, and all payment sections have been approved, we will observe the project area. If applicable, a punch list of remaining items to be accomplished by the Contractor and the restoration of access and staging areas will be prepared. This list will be provided to the County and Contractor to address final clean up. We will conduct a final observation of the construction and staging areas following final clean up and, if appropriate, will forward a recommendation to the County that final payment be made to the Contractor.

A separate final engineering certification will be prepared for the project. After construction is complete and the Contractor has demobilized from the site, we will provide a written statement of completion and certification as mandated by the project permits. The certification will state



whether the project was constructed in substantial compliance and conditions specified by the permit have been achieved, the activities authorized by the permit have been performed in substantial compliance with the plans and specifications approved as part of the permit, and conditions of the permit, any known substantial deviations will also be noted on as-built drawings and reporting submitted to the FDEP. Our certification will be qualified and based on our construction observation.

#### **Task 14: Year 1 Post-Construction Physical Monitoring**

This task includes survey services for physical monitoring within the prescribed monitoring areas of the new nourishment project, including segments of Sand Key, Treasure Island, and Long Key.

For Sand Key, the survey will encompass FDEP R-Monuments R-52 to T-125 as stated in the Physical monitoring plan for Permit No. 02368664-001-JC, including additional profiles as surveyed in previous monitoring surveys conducted by the USACE for a total of 77 profiles. For Treasure Island, the survey will encompass FDEP R-Monuments R-126 to R-143, including additional profiles as surveyed during previous monitoring events by the USACE for a total of 30 profiles. For Long Key, the survey will encompass FDEP R-Monuments R-144 to R-166, including additional profiles as surveyed in previous monitoring events by the USACE for a total of 39 profiles. A total of 146 profiles will be collected as part of this physical monitoring effort.

Beach profiles will be collected offshore to a distance of 3000' or to a depth of -20 feet NAVD, whichever is achieved first. Survey data collection and deliverables will adhere to the methods as published in the Division of Water Resource Management, Department of Environmental Protection and Statewide Coastal Monitoring Standards for Beach Erosion Control Projects.

Prior to the start of the survey, reconnaissance of published National Geodetic Survey (NGS) and/or FDEP 2nd order control monuments will be conducted to confirm that survey control is in place and undisturbed. GNSS techniques will be used to locate and confirm survey control for this project. Static methods will also be utilized to establish temporary benchmarks (TBMs) if the 2nd order survey control is disturbed or insufficient to cover the entire survey area.

Horizontal and vertical positioning checks will be conducted at the beginning and end of each survey day using at least two (2) 2nd order monuments or TBMs in the project area. GNSS utilizes statistical methods to ensure data remains within the 95% confidence interval and meets the vertical accuracy required for this survey as outlined in FDEP monitoring standards of 0.16' US survey feet.

All horizontal positions will be collected in United States (US) survey feet relative to the North American Datum of 1983/2011 (NAD 83/11), FIPS Florida West (0902) State Plane. All vertical data will be collected in US survey feet relative to the North American Vertical Datum of 1988 (NAVD 88).

Surveyors will collect upland and nearshore portions of the cross-section using GNSS rovers. Offshore sections of the profiles will be collected using an ODOM Hydrotrac sounder with digitizer on the survey vessel, with a centrally located hull-mounted transducer. A Trimble GNSS and a dynamic motion sensor (or similar) will be used onboard the survey vessel to provide instantaneous tide corrections as well as attitude corrections. To maintain the vessel navigation along the profile lines, HYPACK navigation software will be used for real time navigation and data acquisition. Onshore GNSS data collection will overlap the offshore soundings by a minimum of



50 feet. GNSS topographic data will be collected in areas inaccessible to the survey vessel along the shoreline and any shoaled areas.

The sounder will be calibrated with a sound velocity probe and conventional bar-check at the beginning and end of each survey day. Bar-checks will be performed as a redundant calibration from a depth of five (5) feet to a minimum depth of twenty (20) feet. Tide readings will be taken while conducting the onshore portion of the profile to verify onboard tide readings.

Upon completion of the field work, data will be processed using APTIM's internal software programs, Trimble Business Center, and HYPACK. The offshore data will be processed using HYPACK and an ASCII XYZ file will be created and exported for plan view maps as well as profile plots. Onshore and offshore data will be merged, and a representative cross-sectional plot derived for each profile line. All data will undergo strict quality control procedures including tidal verification, historical data comparison, static verification of all control and GNSS control checks.

All work shall be conducted under the direct supervision of a licensed Florida Professional Surveyor and Mapper as well as an American Congress of Surveying and Mapping Certified Hydrographer and will be in accordance with Chapter 5J-17 Florida Administrative Code (F.A.C.) pursuant to Chapter 472 of the Florida Statutes (FS).

A certified survey report will be prepared. The report will consist of the required FDEP Monitoring Standards, which include: Beach Profile Survey Report Notes and Certification, Monument Information Report, Federally Compliant Metadata, XYZ data, FDEP ASCII files, Profile Plots, Comparative Profile Plots, and Field Book Pages. The survey report will be submitted to FDEP within 90 days of the completion of the survey field work. All CAD deliverables under this task will adhere to the Pinellas County CAD Standards Manual for Survey and Civil Engineering and all CAD files for this task will be delivered to the County.

APTIM engineers will develop and submit the engineering monitoring report to the FDEP within 90 days following completion of the annual monitoring survey. The engineering report will summarize and discuss construction of the project. It will include shoreline and volume changes to document the changes to the beach since construction. The report will summarize and discuss the data, the performance of the beach fill project, and identify erosion and accretion patterns within the monitored area. In addition, the report shall include a comparative review of project performance to expectations and identification of impacts attributable to the project. Appendices will include plots of survey profiles and graphical representations of volumetric and shoreline position changes for the monitoring area. Results should be analyzed for patterns, trends, or changes between annual surveys and cumulatively since project construction. In order to provide information consistent with the FDEP's recent requests, the report will identify the changes related to advance nourishment, the volume remaining relative to the mean high water, and the remaining added volume and width of beach at each monitoring event. A digital copy of the monitoring report and a digital file of the survey data will be submitted to the FDEP Joint Coastal Permit (JCP) Compliance Officer in Tallahassee.

### **Task 15: Year 2 Post-Construction Physical Monitoring**

The Year 2 physical monitoring survey and Year 2 engineering monitoring report will be accomplished exactly as the Year 1 efforts, as described above under Task 14. The County has elected to collect annual data so that the annual physical monitoring survey can also serve as pre-storm surveys prior to the annual Hurricane season.



**Task 16: Year 3 Post-Construction Physical Monitoring**

The Year 3 physical monitoring survey and Year 3 engineering monitoring report will be accomplished exactly as the Year 1 efforts, as described above under Task 14. The County has elected to collect annual data so that the annual physical monitoring survey can also serve as pre-storm surveyors prior to the annual Hurricane season.

**Task 17: Year 4 Post-Construction Physical Monitoring**

The Year 4 physical monitoring survey and Year 4 engineering monitoring report will be accomplished exactly as the Year 1 efforts, as described above under Task 14. The County has elected to collect annual data so that the annual physical monitoring survey can also serve as pre-storm surveyors prior to the annual Hurricane season.

**Task 18: Year 5 Post-Construction Physical Monitoring**

The Year 5 physical monitoring survey and Year 5 engineering monitoring report will be accomplished exactly as the Year 1 efforts, as described above under Task 14. The County has elected to collect annual data so that the annual physical monitoring survey can also serve as pre-storm surveyors prior to the annual Hurricane season.

**Contingency Task 19: Additional Services, Regulatory Review, and/or Permitting Tasks**

This task is intended to be a catch-all contingency task for potential future authorization by the County should additional project related requirements arise during the course of the project. As described earlier in the proposal, these could be additional design tasks, additional or expanded regulatory review tasks, additional stakeholder outreach needs (including websites and other communication tools), additional needs for in person and/or remote regulatory review meetings, or the need to conduct additional environmental resource assessments to determine potential project impacts. The costs presented are an estimated budget to capture the potential for any unforeseen tasks and are not expected or required to be authorized by the County until/unless needed in the future during then project.

**Assumptions**

Work described herein is based upon the assumptions described below. If conditions differ from those assumed in a manner that will affect schedule of Scope of Work, APTIM shall advise the County in writing of the magnitude of the required adjustments, and changes in completion schedule or compensation to APTIM will be discussed with the County.

To complete this work, APTIM will utilize team members from our Tampa and Boca Raton, Florida, offices. No travel expenses have been included for team members from our Tampa office. For our Boca Raton office members, we have included US General Services Administration (GSA) per diem rates for estimating travel expenses. These include \$51.75 per diem per person for travel days, \$69.00 per diem per person for full days on the project site, and \$145.00 per person (the lesser of the two seasonal amounts) for lodging each night on the project site. GSA rates were obtained from the following GSA website on January 6, 2024:

[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&fiscal\\_year=2024&state=FL&city=Indian%20Rocks%20Beach&zip=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2024&state=FL&city=Indian%20Rocks%20Beach&zip=)

**Fee Proposal**

The table below details the fee per task for this effort. The total Lump Sum cost is \$2,397,660.50. The services proposed herein will be governed by the terms and conditions of RFP Contract



number 23-1078-RFP-CCNA between Pinellas County and Aptim Environmental & Infrastructure, LLC (not yet executed). Although this proposal is estimated by tasks with specific staff and categories, it is anticipated that some work elements may exceed the estimate while others may fall below the estimate to complete. That said, our staff will be used as needed to achieve the Scope of Services and to meet the stated objectives and timelines within the proposed total lump sum price.

<b>Task</b>	<b>Amount</b>
Monthly Project Team Meetings	\$25,230.00
Data and Document Compilation and Review	\$24,700.00
Pre-Application Meeting	\$19,500.00
Beach Nourishment Design	\$84,580.00
Permitting and Agency Coordination FDEP	\$76,160.00
Permitting and Agency Coordination USACE	\$82,880.00
Real Estate Coordination	\$14,220.00
Stakeholder Meetings/Public Outreach	\$36,450.00
Develop Plans and Specifications and Bid Documents	\$90,480.00
Bidding Assistance and Pre-Construction Compliance	\$26,170.00
Construction Phase Services	\$649,195.00
Pipeline Corridor Hardbottom Monitoring for Sand Key	\$11,900.00
Post-Construction Beach Profile Surveys	\$105,098.00
Post-Construction Egmont Shoals Borrow Area Survey	\$20,615.00
Post-Construction Pass-a-Grille Borrow Area Survey	\$13,610.00
Post-Construction Blind Pass Borrow Area Survey	\$10,400.00
Post-Construction Johns Pass Borrow Area Survey	\$10,400.00
Project Close Out and Final Certification	\$41,720.00
Year 1 Post-Construction Physical Monitoring	\$170,882.50
Year 2 Post-Construction Physical Monitoring	\$170,882.50
Year 3 Post-Construction Physical Monitoring	\$170,882.50
Year 4 Post-Construction Physical Monitoring	\$170,882.50
Year 5 Post-Construction Physical Monitoring	\$170,882.50
Additional Services	\$199,940.00
<b>Total:</b>	<b>\$2,397,660.50</b>

All tasks must be authorized by the County via Purchase Order and a Notice to Proceed under this contract prior to any work being started. A detailed cost table showing the per unit (hours and/or days) breakdown for each task is included as an attachment to this proposal. Thank you for the opportunity to serve Pinellas County. Please contact me if you have any questions.

Sincerely,



Beau C. Suthard, PG  
Program Director  
Aptim Environmental & Infrastructure, LLC


CC: Nicole Sharp, PE, APTIM  
Kathryn Brown, MS, APTIM








Category	Rate	Units	Task 1: Monthly Project Team Meetings		Task 2: Data and Document Compilation and Review		Task 3: Pre-Application Meeting		Task 4: Beach Nourishment Design		Task 5a: Permitting and Agency Coordination FDEP		Task 5b: Permitting and Agency Coordination USACE		Task 6: Real Estate Coordination		Task 7: Stakeholder Meetings/Public Outreach		Task 8: Develop Plans and Specifications and Bid Documents		Task 9: Bidding Assistance and Pre-Construction Compliance		Task 10: Construction Phase Services		Task 11: Pipeline Corridor Hardbottom Monitoring for Sand Key	
Program Director	\$270.00	Hours	30	\$8,100.00	4	\$1,080.00	8	\$2,160.00	24	\$6,480.00	12	\$3,240.00	24	\$6,480.00	2	\$540.00	24	\$6,480.00	8	\$2,160.00	6	\$1,620.00	25	\$6,750.00	2	\$540.00
Program Manager	\$245.00	Hours	30	\$7,350.00	24	\$5,880.00	24	\$5,880.00	60	\$14,700.00	60	\$14,700.00	60	\$14,700.00	12	\$2,940.00	48	\$11,760.00	48	\$11,760.00	32	\$7,840.00	416	\$101,920.00	16	\$3,920.00
Coastal Engineer III	\$170.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	80	\$13,600.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	300	\$51,000.00	0	\$0.00
Coastal Engineer II	\$145.00	Hours	0	\$0.00	32	\$4,640.00	12	\$1,740.00	160	\$23,200.00	60	\$8,700.00	60	\$8,700.00	24	\$3,480.00	40	\$5,800.00	120	\$17,400.00	60	\$8,700.00	2,160	\$313,200.00	0	\$0.00
Coastal Modeler II	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,160.00	4	\$540.00	8	\$1,080.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Professional Geologist	\$160.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	20	\$3,200.00	8	\$1,280.00	0	\$0.00	0	\$0.00	20	\$3,200.00	0	\$0.00	0	\$0.00	0	\$0.00
Geologist III	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,160.00	36	\$4,860.00	24	\$3,240.00	0	\$0.00	14	\$1,890.00	30	\$4,050.00	8	\$1,080.00	50	\$6,750.00	0	\$0.00
Geologist II	\$110.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	16	\$1,760.00	60	\$6,600.00	12	\$1,320.00	0	\$0.00	0	\$0.00	40	\$4,400.00	0	\$0.00	180	\$19,800.00	0	\$0.00
Senior Marine Biologist	\$155.00	Hours	30	\$4,650.00	24	\$3,720.00	24	\$3,720.00	16	\$2,480.00	40	\$6,200.00	60	\$9,300.00	0	\$0.00	14	\$2,170.00	80	\$12,400.00	16	\$2,480.00	25	\$3,875.00	24	\$3,720.00
Marine Biologist I	\$90.00	Hours	0	\$0.00	8	\$720.00	0	\$0.00	0	\$0.00	4	\$360.00	16	\$1,440.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	12	\$1,080.00
Professional Surveyor & Mapper	\$170.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,720.00	12	\$2,040.00	32	\$5,440.00	24	\$4,080.00	12	\$2,040.00	20	\$3,400.00	0	\$0.00	25	\$4,250.00	0	\$0.00
Hydrographer	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Surveyor	\$100.00	Hours	0	\$0.00	12	\$1,200.00	12	\$1,200.00	32	\$3,200.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$4,000.00	8	\$800.00	50	\$5,000.00	0	\$0.00
Survey Technician	\$85.00	Hours	0	\$0.00	8	\$680.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	90	\$7,650.00	0	\$0.00
Senior CAD Operator	\$165.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$1,320.00	8	\$1,320.00	0	\$0.00	0	\$0.00	20	\$3,300.00	0	\$0.00	0	\$0.00	0	\$0.00
CAD Operator	\$110.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	80	\$8,800.00	40	\$4,400.00	40	\$4,400.00	24	\$2,640.00	8	\$880.00	140	\$15,400.00	16	\$1,760.00	0	\$0.00	0	\$0.00
GIS Operator	\$130.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	20	\$2,600.00	20	\$2,600.00	24	\$3,120.00	0	\$0.00	16	\$2,080.00	16	\$2,080.00	0	\$0.00	360	\$46,800.00	0	\$0.00
Boat Captain	\$85.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Bookkeeper	\$90.00	Hours	2	\$180.00	2	\$180.00	2	\$180.00	2	\$180.00	4	\$360.00	2	\$180.00	2	\$180.00	2	\$180.00	4	\$360.00	2	\$180.00	50	\$4,500.00	0	\$0.00
Clerical	\$90.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	6	\$540.00	6	\$540.00	12	\$1,080.00	4	\$360.00	4	\$360.00	40	\$3,600.00	8	\$720.00	12	\$1,080.00	0	\$0.00
CPE Senior Marine Biologist (Sub)	\$165.00	Hours	30	\$4,950.00	40	\$6,600.00	28	\$4,620.00	0	\$0.00	100	\$16,500.00	120	\$19,800.00	0	\$0.00	8	\$1,320.00	18	\$2,970.00	6	\$990.00	0	\$0.00	16	\$2,640.00
Hyatt Survey Services (Sub)	See Attached Sheets		--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00
GSA Meal (Travel Day)	\$51.75	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$207.00	0	\$0.00	0	\$0.00	150	\$7,762.50	0	\$0.00
GSA Meals (Full Day)	\$69.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	2	\$138.00	0	\$0.00	0	\$0.00	155	\$10,695.00	0	\$0.00
Mileage	\$0.565	Miles	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	1,000	\$565.00	0	\$0.00	0	\$0.00	37,500	\$21,187.50	0	\$0.00
Lodging	\$145.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	4	\$580.00	0	\$0.00	0	\$0.00	255	\$36,975.00	0	\$0.00
Survey Boat (24 ft. Privateer)	\$790.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Trimble RTK GPS	\$495.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Heave, Pitch, Roll Compensator	\$215.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Hypack Navigation System	\$260.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Odom Hydrotrack Sounder	\$165.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
Speed of Sound Velocity Meter	\$63.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
All Terrain Vehicle	\$105.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00
<b>Task Totals:</b>			<b>122</b>	<b>\$25,230.00</b>	<b>154</b>	<b>\$24,700.00</b>	<b>110</b>	<b>\$19,500.00</b>	<b>544</b>	<b>\$84,580.00</b>	<b>486</b>	<b>\$76,160.00</b>	<b>510</b>	<b>\$82,880.00</b>	<b>92</b>	<b>\$14,220.00</b>	<b>1,200</b>	<b>\$36,450.00</b>	<b>644</b>	<b>\$90,480.00</b>	<b>162</b>	<b>\$26,170.00</b>	<b>41,803</b>	<b>\$649,195.00</b>	<b>70</b>	<b>\$11,900.00</b>


Category	Rate	Units	Task 12A: Post-construction Survey of Sand Key, Treasure Island, Long Key, and Borrow Area(s)		Task 12B: Post-Construction Survey of Egmont Key Borrow Area		Task 12C: Post-Construction Survey of Egmont Key Borrow Area		Task 12D: Post-Construction Survey of Egmont Key Borrow Area		Task 12E: Post-Construction Survey of Egmont Key Borrow Area		Task 13: Project Close Out and Final Certification		Task 14: Year 1 Post-Construction Physical Monitoring		Task 15: Year 2 Post-Construction Physical Monitoring		Task 16: Year 3 Post-Construction Physical Monitoring		Task 17: Year 4 Post-Construction Physical Monitoring		Task 18: Year 5 Post-Construction Physical Monitoring		Task 19: Additional Services			
			Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount	Count	Amount
Program Director	\$270.00	Hours	2	\$540.00	2	\$540.00	1	\$270.00	1	\$270.00	1	\$270.00	2	\$540.00	12	\$3,240.00	12	\$3,240.00	12	\$3,240.00	12	\$3,240.00	12	\$5,400.00	20	\$5,400.00		
Program Manager	\$245.00	Hours	4	\$980.00	2	\$490.00	1	\$245.00	1	\$245.00	1	\$245.00	40	\$9,800.00	60	\$14,700.00	60	\$14,700.00	60	\$14,700.00	60	\$14,700.00	60	\$34,300.00	140	\$34,300.00		
Coastal Engineer III	\$170.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$6,800.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Coastal Engineer II	\$145.00	Hours	8	\$1,160.00	8	\$1,160.00	6	\$870.00	6	\$870.00	6	\$870.00	80	\$11,600.00	144	\$20,880.00	144	\$20,880.00	144	\$20,880.00	144	\$20,880.00	144	\$23,200.00	160	\$23,200.00		
Coastal Modeler II	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	80	\$10,800.00	80	\$10,800.00	80	\$10,800.00	80	\$10,800.00	80	\$10,800.00	80	\$10,800.00		
Professional Geologist	\$160.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	16	\$2,560.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Geologist III	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Geologist II	\$110.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Senior Marine Biologist	\$155.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$24,800.00	160	\$24,800.00		
Marine Biologist I	\$90.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Professional Surveyor & Mapper	\$170.00	Hours	8	\$1,360.00	5	\$850.00	3	\$510.00	3	\$510.00	3	\$510.00	16	\$2,720.00	88	\$14,960.00	88	\$14,960.00	88	\$14,960.00	88	\$14,960.00	88	\$27,200.00	160	\$27,200.00		
Hydrographer	\$135.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Surveyor	\$100.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	24	\$2,400.00	360	\$36,000.00	360	\$36,000.00	360	\$36,000.00	360	\$36,000.00	360	\$36,000.00	360	\$16,000.00	160	\$16,000.00
Survey Technician	\$85.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	328	\$27,880.00	328	\$27,880.00	328	\$27,880.00	328	\$27,880.00	328	\$27,880.00	328	\$13,600.00	160	\$13,600.00
Senior CAD Operator	\$165.00	Hours	0	\$0.00	16	\$2,640.00	12	\$1,980.00	12	\$1,980.00	12	\$1,980.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
CAD Operator	\$110.00	Hours	16	\$1,760.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	40	\$4,400.00	92	\$10,120.00	92	\$10,120.00	92	\$10,120.00	92	\$10,120.00	92	\$10,120.00	92	\$26,400.00	240	\$26,400.00
GIS Operator	\$130.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Boat Captain	\$85.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00		
Bookkeeper	\$90.00	Hours	1	\$90.00	2	\$180.00	1	\$90.00	1	\$90.00	1	\$90.00	2	\$180.00	2	\$180.00	2	\$180.00	2	\$180.00	2	\$180.00	2	\$180.00	2	\$720.00	8	\$720.00
Clerical	\$90.00	Hours	4	\$360.00	4	\$360.00	2	\$180.00	2	\$180.00	2	\$180.00	8	\$720.00	12	\$1,080.00	12	\$1,080.00	12	\$1,080.00	12	\$1,080.00	12	\$1,080.00	12	\$4,320.00	48	\$4,320.00
CPE Senior Marine Biologist (Sub)	\$165.00	Hours	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$13,200.00	80	\$13,200.00
Hyatt Survey Services (Sub)	See Attached Sheets		--	\$98,848.00	--	\$14,395.00	--	\$9,465.00	--	\$6,255.00	--	\$6,255.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00	--	\$0.00		
GSA Meal (Travel Day)	\$51.75	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	8	\$414.00	8	\$414.00	8	\$414.00	8	\$414.00	8	\$414.00	8	\$0.00	0	\$0.00
GSA Meals (Full Day)	\$69.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	44	\$3,036.00	44	\$3,036.00	44	\$3,036.00	44	\$3,036.00	44	\$3,036.00	44	\$0.00	0	\$0.00
Mileage	\$0.565	Miles	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	500	\$282.50	500	\$282.50	500	\$282.50	500	\$282.50	500	\$282.50	500	\$0.00	0	\$0.00
Lodging	\$145.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	44	\$6,380.00	44	\$6,380.00	44	\$6,380.00	44	\$6,380.00	44	\$6,380.00	44	\$0.00	0	\$0.00
Survey Boat (24 ft. Privateer)	\$790.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$7,900.00	10	\$7,900.00	10	\$7,900.00	10	\$7,900.00	10	\$7,900.00	10	\$0.00	0	\$0.00
Trimble RTK GPS	\$495.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$4,950.00	10	\$4,950.00	10	\$4,950.00	10	\$4,950.00	10	\$4,950.00	10	\$0.00	0	\$0.00
Heave, Pitch, Roll Compensator	\$215.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$2,150.00	10	\$2,150.00	10	\$2,150.00	10	\$2,150.00	10	\$2,150.00	10	\$0.00	0	\$0.00
Hypack Navigation System	\$260.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$2,600.00	10	\$2,600.00	10	\$2,600.00	10	\$2,600.00	10	\$2,600.00	10	\$0.00	0	\$0.00
Odom Hydrotrack Sounder	\$165.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,650.00	10	\$1,650.00	10	\$1,650.00	10	\$1,650.00	10	\$1,650.00	10	\$0.00	0	\$0.00
Speed of Sound Velocity Meter	\$63.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$630.00	10	\$630.00	10	\$630.00	10	\$630.00	10	\$630.00	10	\$0.00	0	\$0.00
All Terrain Vehicle	\$105.00	Days	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	0	\$0.00	10	\$1,050.00	10	\$1,050.00	10	\$1,050.00	10	\$1,050.00	10	\$1,050.00	10	\$0.00	0	\$0.00
Task Totals:			43	\$105,098.00	39	\$20,615.00	26	\$13,610.00	26	\$10,400.00	26	\$10,400.00	268	\$41,720.00	1,844	\$170,882.50	1,844	\$170,882.50	1,844	\$170,882.50	1,844	\$170,882.50	1,844	\$170,882.50	1,416	\$199,940.00		
<b>Grand Total:</b>			<b>\$2,397,660.50</b>																									

CONTRACTOR	HYATT SURVEY SERVICES, INC.				
CONTRACT #	23-1078-RFP-CCNA				
PROJECT	Pinellas County Beach Monitoring Surveys - Pinellas Co.				
<b>Task 12A</b>	<b>Post-Construction Hydrographic and Topographic Beach Profile Surveys of Sand Key, Treasure Island and Long Key (146 Profiles)</b>				
SURVEY NO	TBD				
DATE:	25-Jan-24				
<b>ITEM</b>	<b>DESC</b>	<b>UNIT</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
<b>Category</b>	<b>Field Effort:</b>				
	One (1) Person Survey Team	Day	\$1,120.00	0.0	\$0.00
	<b>Two (2) Person Survey Team</b>	<b>Day</b>	<b>\$1,576.00</b>	<b>18.0</b>	<b>\$28,368.00</b>
	Three (3) Person Survey Team	Day	\$2,016.00	0.0	\$0.00
	<b>Hydrographic Survey Team</b>	<b>Day</b>	<b>\$1,400.00</b>	<b>15.0</b>	<b>\$21,000.00</b>
<b>Category</b>	<b>Office Effort:</b>				
	<b>Sr. PSM or Project Manager</b>	<b>HR</b>	<b>\$205.00</b>	<b>8.0</b>	<b>\$1,640.00</b>
	<b>Professional Surveyor and Mapper</b>	<b>HR</b>	<b>\$175.00</b>	<b>16.0</b>	<b>\$2,800.00</b>
	<b>Senior CADD Technician</b>	<b>HR</b>	<b>\$155.00</b>	<b>32.0</b>	<b>\$4,960.00</b>
	<b>CADD Technician</b>	<b>HR</b>	<b>\$140.00</b>	<b>60.0</b>	<b>\$8,400.00</b>
<b>Category</b>	<b>Equipment:</b>				
	Hydrographic Vessels (boats under 20')	HR	\$60.00	0.0	\$0.00
	<b>Hydrographic Vessels (boats 20' &amp; over)</b>	<b>HR</b>	<b>\$110.00</b>	<b>120.0</b>	<b>\$13,200.00</b>
	<b>Hydrographic Sensors (Single Beam)</b>	<b>HR</b>	<b>\$70.00</b>	<b>120.0</b>	<b>\$8,400.00</b>
	Hydrographic Sensors (Multi Beam)	HR	\$110.00	0.0	\$0.00
	<b>4WD ATV</b>	<b>HR</b>	<b>\$35.00</b>	<b>288.0</b>	<b>\$10,080.00</b>
<b>ESTIMATED COST:</b>	<b>LABOR &amp; EQUIPMENT</b>				<b>\$98,848.00</b>
<b>Expenses</b>					
Per Diem - Meals (75% MEI)	Day	\$ -	0.0	\$ -	
Per Diem - Meals (Full)	Day	\$ -	0.0	\$ -	
Per Diem - Lodging	Day	\$ -	0.0	\$ -	
<b>Pinellas Co. = \$0.00 Lodging Rate</b>					
<b>Subtotal Expenses</b>				<b>\$ -</b>	
				<b>Project Total:</b>	<b>\$98,848.00</b>
		VICE PRESIDENT		1/25/2024	
PREPARED BY				DATE	

<b>CONTRACTOR</b>		<b>HYATT SURVEY SERVICES, INC.</b>			
<b>CONTRACT #</b>		<b>23-1078-RFP-CCNA</b>			
<b>PROJECT</b>		<b>Pinellas County Beach Monitoring Surveys - Pinellas Co.</b>			
<b>Task 12B</b>		<b>Post-Construction Egmont Shoals Borrow Area Survey</b>			
<b>SURVEY NO</b>		<b>TBD</b>			
<b>DATE:</b>		<b>25-Jan-24</b>			
<b>ITEM</b>	<b>DESC</b>	<b>UNIT</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
<b>Category</b>	<b>Field Effort:</b>				
	One (1) Person Survey Team	Day	\$1,120.00	0.0	\$0.00
	Two (2) Person Survey Team	Day	\$1,576.00	0.0	\$0.00
	Three (3) Person Survey Team	Day	\$2,016.00	0.0	\$0.00
	<b>Hydrographic Survey Team</b>	<b>Day</b>	<b>\$1,400.00</b>	<b>2.0</b>	<b>\$2,800.00</b>
<b>Category</b>	<b>Office Effort:</b>				
	<b>Sr. PSM or Project Manager</b>	<b>HR</b>	<b>\$205.00</b>	<b>1.0</b>	<b>\$205.00</b>
	<b>Professional Surveyor and Mapper</b>	<b>HR</b>	<b>\$175.00</b>	<b>6.0</b>	<b>\$1,050.00</b>
	<b>Senior CADD Technician</b>	<b>HR</b>	<b>\$155.00</b>	<b>12.0</b>	<b>\$1,860.00</b>
	<b>CADD Technician</b>	<b>HR</b>	<b>\$140.00</b>	<b>40.0</b>	<b>\$5,600.00</b>
<b>Category</b>	<b>Equipment:</b>				
	Hydrographic Vessels (boats under 20')	HR	\$60.00	0.0	\$0.00
	<b>Hydrographic Vessels (boats 20' &amp; over)</b>	<b>HR</b>	<b>\$110.00</b>	<b>16.0</b>	<b>\$1,760.00</b>
	<b>Hydrographic Sensors (Single Beam)</b>	<b>HR</b>	<b>\$70.00</b>	<b>16.0</b>	<b>\$1,120.00</b>
	Hydrographic Sensors (Multi Beam)	HR	\$110.00	0.0	\$0.00
	4WD ATV	HR	\$35.00	0.0	\$0.00
<b>ESTIMATED COST:</b>	<b>LABOR &amp; EQUIPMENT</b>				<b>\$14,395.00</b>
<b>Expenses</b>					
Per Diem - Meals (75% MEI)	Day	\$ -	0.0	\$ -	
Per Diem - Meals (Full)	Day	\$ -	0.0	\$ -	
Per Diem - Lodging	Day	\$ -	0.0	\$ -	
<b>Pinellas Co. = \$0.00 Lodging Rate</b>					
<b>Subtotal Expenses</b>				<b>\$ -</b>	
				<b>Project Total:</b>	<b>\$14,395.00</b>
		VICE PRESIDENT		1/25/2024	
PREPARED BY				DATE	

CONTRACTOR		HYATT SURVEY SERVICES, INC.			
CONTRACT #		23-1078-RFP-CCNA			
PROJECT		Pinellas County Beach Monitoring Surveys - Pinellas Co.			
Task 12C		Post-Construction Pass-a-Grille Borrow Area Survey			
SURVEY NO		TBD			
DATE:		25-Jan-24			
ITEM	DESC	UNIT	RATE	HOURS	TOTAL
Category	Field Effort:				
	One (1) Person Survey Team	Day	\$1,120.00	0.0	\$0.00
	Two (2) Person Survey Team	Day	\$1,576.00	0.0	\$0.00
	Three (3) Person Survey Team	Day	\$2,016.00	0.0	\$0.00
	Hydrographic Survey Team	Day	\$1,400.00	1.0	\$1,400.00
Category	Office Effort:				
	Sr. PSM or Project Manager	HR	\$205.00	1.0	\$205.00
	Professional Surveyor and Mapper	HR	\$175.00	4.0	\$700.00
	Senior CADD Technician	HR	\$155.00	8.0	\$1,240.00
	CADD Technician	HR	\$140.00	32.0	\$4,480.00
Category	Equipment:				
	Hydrographic Vessels (boats under 20')	HR	\$60.00	0.0	\$0.00
	Hydrographic Vessels (boats 20' & over)	HR	\$110.00	8.0	\$880.00
	Hydrographic Sensors (Single Beam)	HR	\$70.00	8.0	\$560.00
	Hydrographic Sensors (Multi Beam)	HR	\$110.00	0.0	\$0.00
	4WD ATV	HR	\$35.00	0.0	\$0.00
<b>ESTIMATED COST:</b>		<b>LABOR &amp; EQUIPMENT</b>			<b>\$9,465.00</b>
<b>Expenses</b>					
Per Diem - Meals (75% MEI)	Day	\$ -	0.0	\$ -	
Per Diem - Meals (Full)	Day	\$ -	0.0	\$ -	
Per Diem - Lodging	Day	\$ -	0.0	\$ -	
Pinellas Co. = \$0.00 Lodging Rate					
<b>Subtotal Expenses</b>				<b>\$ -</b>	
				<b>Project Total:</b>	<b>\$9,465.00</b>
		VICE PRESIDENT		1/25/2024	
PREPARED BY				DATE	

CONTRACTOR	HYATT SURVEY SERVICES, INC.				
CONTRACT #	23-1078-RFP-CCNA				
PROJECT	Pinellas County Beach Monitoring Surveys - Pinellas Co.				
<b>Task 12D</b>	<b>Post-Construction Blind Pass Borrow Area Survey</b>				
SURVEY NO	TBD				
DATE:	25-Jan-24				
<b>ITEM</b>	<b>DESC</b>	<b>UNIT</b>	<b>RATE</b>	<b>HOURS</b>	<b>TOTAL</b>
<b>Category</b>	<b>Field Effort:</b>				
	One (1) Person Survey Team	Day	\$1,120.00	0.0	\$0.00
	Two (2) Person Survey Team	Day	\$1,576.00	0.0	\$0.00
	Three (3) Person Survey Team	Day	\$2,016.00	0.0	\$0.00
	<b>Hydrographic Survey Team</b>	<b>Day</b>	<b>\$1,400.00</b>	<b>1.0</b>	<b>\$1,400.00</b>
<b>Category</b>	<b>Office Effort:</b>				
	Sr. PSM or Project Manager	HR	\$205.00	1.0	\$205.00
	Professional Surveyor and Mapper	HR	\$175.00	2.0	\$350.00
	Senior CADD Technician	HR	\$155.00	4.0	\$620.00
	CADD Technician	HR	\$140.00	16.0	\$2,240.00
<b>Category</b>	<b>Equipment:</b>				
	Hydrographic Vessels (boats under 20')	HR	\$60.00	0.0	\$0.00
	<b>Hydrographic Vessels (boats 20' &amp; over)</b>	<b>HR</b>	<b>\$110.00</b>	<b>8.0</b>	<b>\$880.00</b>
	<b>Hydrographic Sensors (Single Beam)</b>	<b>HR</b>	<b>\$70.00</b>	<b>8.0</b>	<b>\$560.00</b>
	Hydrographic Sensors (Multi Beam)	HR	\$110.00	0.0	\$0.00
	4WD ATV	HR	\$35.00	0.0	\$0.00
<b>ESTIMATED COST:</b>	<b>LABOR &amp; EQUIPMENT</b>				<b>\$6,255.00</b>
<b>Expenses</b>					
Per Diem - Meals (75% MEI)	Day	\$ -	0.0	\$ -	
Per Diem - Meals (Full)	Day	\$ -	0.0	\$ -	
Per Diem - Lodging	Day	\$ -	0.0	\$ -	
Pinellas Co. = \$0.00 Lodging Rate					
<b>Subtotal Expenses</b>				<b>\$ -</b>	
				<b>Project Total:</b>	<b>\$6,255.00</b>
		VICE PRESIDENT		1/25/2024	
PREPARED BY				DATE	

CONTRACTOR		HYATT SURVEY SERVICES, INC.			
CONTRACT #		23-1078-RFP-CCNA			
PROJECT		Pinellas County Beach Monitoring Surveys - Pinellas Co.			
Task 12E		Post-Construction John's Pass Borrow Area Survey			
SURVEY NO		TBD			
DATE:		25-Jan-24			
ITEM	DESC	UNIT	RATE	HOURS	TOTAL
Category	Field Effort:				
	One (1) Person Survey Team	Day	\$1,120.00	0.0	\$0.00
	Two (2) Person Survey Team	Day	\$1,576.00	0.0	\$0.00
	Three (3) Person Survey Team	Day	\$2,016.00	0.0	\$0.00
	Hydrographic Survey Team	Day	\$1,400.00	1.0	\$1,400.00
Category	Office Effort:				
	Sr. PSM or Project Manager	HR	\$205.00	1.0	\$205.00
	Professional Surveyor and Mapper	HR	\$175.00	2.0	\$350.00
	Senior CADD Technician	HR	\$155.00	4.0	\$620.00
	CADD Technician	HR	\$140.00	16.0	\$2,240.00
Category	Equipment:				
	Hydrographic Vessels (boats under 20')	HR	\$60.00	0.0	\$0.00
	Hydrographic Vessels (boats 20' & over)	HR	\$110.00	8.0	\$880.00
	Hydrographic Sensors (Single Beam)	HR	\$70.00	8.0	\$560.00
	Hydrographic Sensors (Multi Beam)	HR	\$110.00	0.0	\$0.00
	4WD ATV	HR	\$35.00	0.0	\$0.00
<b>ESTIMATED COST:</b>		<b>LABOR &amp; EQUIPMENT</b>			<b>\$6,255.00</b>
<b>Expenses</b>					
Per Diem - Meals (75% MEI)	Day	\$ -	0.0	\$ -	
Per Diem - Meals (Full)	Day	\$ -	0.0	\$ -	
Per Diem - Lodging	Day	\$ -	0.0	\$ -	
Pinellas Co. = \$0.00 Lodging Rate					
<b>Subtotal Expenses</b>				<b>\$ -</b>	
				<b>Project Total:</b>	<b>\$6,255.00</b>
		VICE PRESIDENT		1/25/2024	
PREPARED BY				DATE	



**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**Schedule of Rate Values for Contract 23-1078-RFP-CCNA**  
**Pinellas County Beach Restoration Project - Design Services**

**EXHIBIT B - HOURLY RATE SHEETS**

**I. PERSONNEL CLASSIFICATION**

**Rate**

Expert Witness (Testimony) .....	\$280.00/hour
Principal Engineer.....	\$280.00/hour
Program Director .....	\$270.00/hour
Program Manager .....	\$245.00/hour
Senior Project Manager.....	\$215.00/hour
Project Manager .....	\$190.00/hour
Senior Coastal Engineer .....	\$210.00/hour
Coastal Engineer III .....	\$170.00/hour
Coastal Engineer II .....	\$145.00/hour
Coastal Engineer I .....	\$110.00/hour
Coastal Modeler II .....	\$135.00/hour
Coastal Modeler I.....	\$110.00/hour
Professional Geologist.....	\$160.00/hour
Geologist III.....	\$135.00/hour
Geologist II .....	\$110.00/hour
Geologist I .....	\$90.00/hour
Senior Marine Biologist .....	\$155.00/hour
Marine Biologist II .....	\$110.00/hour
Marine Biologist I .....	\$90.00/hour
Professional Surveyor & Mapper .....	\$170.00/hour
Hydrographer .....	\$135.00/hour
Surveyor.....	\$100.00/hour
Survey Technician .....	\$85.00/hour
Senior CAD Operator .....	\$165.00/hour
CAD Operator .....	\$110.00/hour
GIS Operator .....	\$130.00/hour
Boat Captain.....	\$85.00/hour
Bookkeeper .....	\$90.00/hour
Clerical.....	\$90.00/hour
Technician.....	\$75.00/hour

**II. EQUIPMENT**

**Rate**

Truck (2WD road use).....	\$0.565/mile
Truck (4WD beach use).....	\$110.00/day
Survey Boat (28 ft. Parker).....	\$1,050.00/day
Survey Boat (24 ft. Privateer).....	\$790.00/day
Survey Sea Sled .....	\$310.00/day
All-Terrain Vehicle .....	\$105.00/day
Enclosed 18" Trailer .....	\$78.00/day





**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**Schedule of Rate Values for Contract 23-1078-RFP-CCNA**  
**Pinellas County Beach Restoration Project - Design Services**

Trimble RTK GPS .....	\$495.00/day
Trimble Differential GPS.....	\$415.00/day
Terrestrial Laser Scanner .....	\$500.00/day
Unmanned Aircraft System (Drone).....	\$350.00/day
Leitz Total Station w/Data Collector .....	\$130.00/day
Hand Laser Range Finder .....	\$15.00/day
Range Azimuth System.....	\$310.00/day
Odom Hydrotrack Sounder .....	\$165.00/day
Heave, Pitch, Roll Compensator.....	\$215.00/day
Odom ES3PT Multibeam .....	\$600.00/day
Speed of Sound Velocity Meter.....	\$63.00/day
Hypack/DredgePack Navigation System.....	\$260.00/day
Hypack/Hysweep .....	\$260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler .....	\$5,000.00/month *
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler.....	\$2,900.00/month *
Nortek Storm Software for wave and current data processing .....	\$50.00/day
Primer statistical package.....	\$200/project
X-STAR CHIRP 512i Seismic Profiling System .....	\$1,150.00/day
Seismic Profiler Thermal Printer .....	\$130.00/day
Sonar Wizard Map Seismic Data Processing Package .....	\$155.00/day
EdgeTech 4200 FS Sidescan Sonar System.....	\$695.00/day
Sonar Wizard Map Sidescan Data Processing Package.....	\$155.00/day
Geometric G-881 Magnetometer .....	\$215.00/day
Schonstedt GA-52B Magnetic Locator.....	\$30.00/day
Jet Probe with Pump .....	\$55.00/day
Underwater Tide Gauge.....	\$175.00/day
Nikon Level/Tripod/Rod .....	\$65.00/day
PC PowerPoint Projector .....	\$50.00/day
Lietz Handheld Level.....	\$10.00/day
Optical Reading Compass.....	\$10.00/day
Garmin Handheld GPS .....	\$10.00/day
Turbidimeter.....	\$38.00/day
SCUBA Tanks (Nitrox) .....	\$19.00/day
Digital Camera .....	\$10.00/day
Underwater Camera .....	\$32.00/day
Underwater Camera W/Strobes.....	\$75.00/day
Underwater Seadrop Integrated Camera.....	\$30.00/day
Underwater Video Camera .....	\$115.00/day
GPS Integrated Underwater Video Camera.....	\$435.00/day



**APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC**  
**Schedule of Rate Values for Contract 23-1078-RFP-CCNA**  
**Pinellas County Beach Restoration Project - Design Services**

Underwater Scooter .....	\$50.00/day
Sieve Analysis.....	\$75.00/sample
Carbonate Analysis .....	\$65.00/sample
Monuments .....	\$28.00/each
Survey Disk.....	\$15.00/each
Dry Suit.....	\$15.00/day
Ponar Sampler.....	\$30.00/day
Microscopes .....	\$20.00/day
Mobile Telephone .....	\$10.00/day
Penetrometer .....	\$55.00/day
Generator.....	\$60.00/day

\* ADCP monthly cost may be pro-rated for shorter periods of use

**III. SCUBA DIVING SERVICES**

**Rate**

Equipment & Insurance .....	\$75/diver/day **
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\*\* Charge in addition to normal hourly rates for personnel listed on Page 1.

**IV. NUMERICAL MODELS**

**Rate**

ADCIRC Tidal Circulation Model .....	\$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model.....	\$1,000/project
MIKE21- NSW Spectral Wave Transformation Model .....	\$2,000/project
MIKE21- HD 2D Current Simulation Model.....	\$2,000/project
MIKE21- ST 2D Sediment Transport Model.....	\$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model.....	\$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model .....	\$2,200/project
DELFT 3D MORPHO - Morphodynamic Model.....	\$3,000/project
DELFT 3D WAQ – Water Quality Model .....	\$2,000/project



**COASTAL PROTECTION ENGINEERING**  
 5301 N. FEDERAL HWY, SUITE 335  
 BOCA RATON, FL 33487  
 561-565-5100

## Rate Schedule

**Coastal Protection Engineering LLC**  
**Pinellas County Beach Restoration Project - Design Services**  
**Contract 23-1078-RFP-CCNA**

### I. Labor Rates

<u>Labor Classification</u>	<u>Bill Rate</u>
Principal Engineer .....	\$289.00
Principal Coastal Scientist .....	\$289.00
Program Manager .....	\$210.00
Project Manager .....	\$195.00
Senior Coastal Engineer .....	\$195.00
Senior Marine Biologist .....	\$165.00
Senior Coastal Modeler .....	\$145.00
Project Coastal Engineer .....	\$150.00
Coastal Engineer .....	\$140.00
Marine Geologist .....	\$130.00
Coastal Modeler .....	\$120.00
Junior Coastal Engineer .....	\$110.00
Junior Coastal Scientist .....	\$110.00
Junior Marine Biologist .....	\$110.00
CAD / GIS Operator .....	\$100.00
Engineering Technician .....	\$75.00
Project Intern .....	\$65.00

### II. Reimbursable Costs

<u>Cost Classification</u>	<u>Bill Rate</u>
Mileage .....	\$0.655 / mile
SCUBA Diving .....	\$75 / diver / day
Equipment .....	Per Purchase Order
Direct Costs .....	Per Purchase Order

*Note: The rates and costs presented hereon have been negotiated solely for use with Pinellas County Beach Restoration Project - Design Services, subject to the terms and conditions of Contract 23-1078-RFP-CCNA and are not to be used for any other purpose.*



**HYATT SURVEY SERVICES, INC.**

Pinellas Co.: Professional Surveying and Mapping Services – Beach Restoration Project  
Contract No.

**SCHEDULE OF RATE VALUES**

<b>Classification</b>	<b>Daily Rate</b>
<b>Daily Rate(S): Field Surveying</b>	<b>(8 hr. Day)</b>
One (1) Person Survey Team Includes: survey equipment/instruments (GPS, Total Stations, Levels) vehicles, personnel and all supplies/fuel	\$ 1,120.00
Two (2) Person Survey Team Includes: survey equipment/instruments, (GPS, Total Stations, Levels) vehicles, personnel and all supplies/fuel	\$ 1,576.00
Three (3) Person Survey Team Includes: survey equipment/instruments, vehicles (GPS, Total Stations, Levels,) personnel and all supplies/fuel	\$ 2,016.00
Four (4) Person Survey Team includes: survey equipment/instruments, vehicles, (GPS, Total Stations, Levels,) personnel and all supplies/fuel	\$ 2,493.00
Hydrographic Survey Team Includes, vehicles, personnel, all supplies, and fuel (Hydrographic sensors and vessel priced separately)	\$ 1,400.00

<b>Hourly Rate(S): Office Function/Management/Supervision</b>	<b>Hourly Rate</b>
Senior Professional Surveyor and Mapper or Project Manager	\$ 205.00
Professional Surveyor and Mapper	\$ 175.00
Senior CADD Technician	\$ 155.00
CADD Technician	\$ 140.00

<b>Other Categories (can be expanded to be specific to your equipment)</b>	<b>Hourly Rate</b>
Hydrographic Vessels (boats under 20')	\$ 60.00
Hydrographic Vessels (boats 20' & over)	\$ 110.00
Hydrographic Sensors (Single Beam)	\$ 70.00
Hydrographic Sensors (Multi Beam)	\$ 110.00
Marsh Master (w/o Operator)	\$ 85.00
Airboat (w/o Operator)	\$ 80.00
4WD ATV	\$ 35.00

**EXHIBIT C – INSURANCE REQUIREMENTS****SECTION C – INSURANCE REQUIREMENTS****1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Consultant acknowledges and agrees that the services will be provided without any limitation on the Consultant's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Consultant's liability to any specified amount in the performance of the services. The Consultant shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Consultant is deemed to have accepted and agreed to provide the services without any limitation on the Consultant's liability that the Consultant does not take exception to in its response. Notwithstanding any exceptions by the Consultant, the County reserves the right to declare its prohibition on any limitation on the Consultant's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Consultant's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

**3. INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (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 A- VIII or better.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant 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 Consultant for award, the selected Consultant 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). **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.**

- B. 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. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. 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 Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Consultant or their agent prior to the expiration date.

## EXHIBIT C – INSURANCE REQUIREMENTS

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Consultant of this requirement to provide notice.
  - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Consultant 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 sub-consultants 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.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant 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 the Consultant 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 a 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;
  - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant 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.
- E. 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 Consultant.
  - 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:

- 1) **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.

Limits

Employers' Liability Limits

Florida Statutory

## ECHIBIT C – INSURANCE REQUIRMENTS

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

If Vendor/Contractor 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. Failure to obtain required Worker’s Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No explosion, collapse, or underground damage exclusions allowed.

## 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

- 3) **Professional Liability (Errors and Omissions) Insurance** with at least 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.

## Limits

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

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.

## **EXHIBIT D - FDEP GRANT REQUIREMENTS**

### **Pinellas County Beach Restoration Project – Design Services**

**P.I.D. NO. 001516A**

In Pinellas County, Florida

#### **NOTICE TO PROPOSERS**

This is a Consultant Competitive Negotiation Act (CCNA) Request for Design with anticipation of funding through the State of Florida Department of Environmental Protection (FDEP). Accordingly, the Project must be developed in compliance with the attached terms from the FDEP Grant, some of which have been modified for context.

Wherever a conflict occurs within the Request for Proposal documents, the strictest terms shall prevail.



### **1. Statutory Notices Relating to Unauthorized Employment and Subcontracts.**

- a. The County shall consider the employment by Consultant of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Consultant knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Consultant shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
  - i. **Public Entity Crime.** 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 Grantee, 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.
  - ii. **Discriminatory Vendors.** 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.
  - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
  - iv. **Notification.** The consultant shall notify the County and Florida Department of Environmental Protection (FDEP) if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

### **2. Compliance with Federal, State and Local Laws.**

- a. The Consultant and all its agents shall comply with all federal, state, and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Consultant shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.

### 3. Scrutinized Companies.

- a. Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the County may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Consultant certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

### 4. Lobbying and Integrity.

The Consultant agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Consultant and the County, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. Consultant shall comply with Sections 11.062 and 216.347, F.S.

### 5. Record Keeping.

Consultant shall maintain books, records, and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The County, FDEP, or either party's authorized representatives, shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the County's Grant Agreement. In the event that any work is subcontracted, Consultant shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of the County, FDEP, or another authorized State official, Consultant shall provide any type of information that the requesting party deems relevant to Consultant's integrity or responsibility. Such information may include, but shall not be limited to, Consultant's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. Consultant shall retain such records for the longer of: (1) three years after the expiration of the County's Grant Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

### 6. Audits.

- a. Inspector General. Consultant understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Consultant will comply with this duty and ensure that its sub-consultants and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-consultants and/or subcontractors, respectively.
- b. Physical Access and Inspection. County and FDEP personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

- i. Consultant shall provide access to any location or facility on which Consultant is performing work, or storing or staging equipment, materials or documents;
  - ii. Consultant shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
  - iii. Consultant shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, the County or FDEP may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The County or FDEP may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Consultant must provide the additional proof within thirty (30) days of such request.

### **7. Subcontracting.**

- a. The Consultant shall require written consent from the County before Consultant (or its subcontractors) enter into any subcontracts under this Agreement.
- b. The County or FDEP may, for cause, require the replacement of any Consultant employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable County or FDEP policy or other requirement.
- c. The County or FDEP may, for cause, deny access to the County's or FDEP's secure information or any facility by any Consultant employee, subcontractor, or agent.
- d. The County's or FDEP's actions under paragraphs b. or c. shall not relieve Consultant of its obligation to perform all work in compliance with the Agreement. Consultant shall be responsible for the payment of all monies due under any subcontract. The County or FDEP shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Consultant shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The County and FDEP support diversity in their procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.

### **8. Conflict of Interest.**

Consultant covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

### **9. Grantee's Employees, Subcontractors and Agents.**

All Consultant employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of the County and FDEP and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

## 10. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. Grantee shall provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

## 11. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Consultant shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in their documentation for reimbursement.
- b. Overhead/Indirect/General and Administrative Costs. If Consultant is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If the County or FDEP determines that multipliers charged by Grantee exceeded the rates supported by audit, Consultant shall be required to reimburse such funds to the County within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). No consumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. Consultant shall maintain appropriate property records demonstrating compliance with such applicable legal requirements. Consultant shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
  - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
  - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. Reimbursement requests of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Renting/Leasing Equipment. Reimbursement requests for renting or leasing of equipment costing \$5,000 or more must be supported by invoices or receipts supporting the charges.
- f. Miscellaneous/Other Expenses. Reimbursement requests for miscellaneous or other expenses such as materials, supplies, non-excluded phone expenses, reproduction, or mailing must be supported by documentation supporting these expenses and include copies of receipts or invoices. Additionally, the following charges are not reimbursable under this Agreement: cell phone usage; attorney's fees or

court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

- g. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights.

## **12. Performance Measures.**

Consultant warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Scope of Services; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees and/or subcontractors shall comply with any security and safety requirements and processes, if provided by the County or FDEP, for work done at the Project Location(s). The County or FDEP reserve the right to investigate or inspect at any time to determine whether the services or qualifications offered by Consultant and/or its subcontractors meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose the County's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

## **EXHIBIT E - FEMA GRANT REQUIREMENTS**

### **CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

**PROPOSAL NUMBER: 23-1078-RFP-CCNA**

**PROPOSAL TITLE: Pinellas County Beach Restoration Project -  
Design Services**

This solicitation is either fully or partially grant-funded. In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity** (As per Executive Order 11246): During the performance of this contract, the CONTRACTOR agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. CONTRACTORS are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Rights to Inventions Made Under a Contract or Agreement:** If the federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the County enters into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the County must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award exceeding \$100,000 must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed non-responsive for failure to submit this certification.**

**Conflict of Interest** [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures** [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.338 Remedies for noncompliance, including suspension or debarment.

**Protected Personally Identifiable Information (Protected PII)** [CFR §200.303(e)]: The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j) (1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]: If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Affirmative Action Requirements per 41 CFR60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.
- (g) Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities



**Procurement of Recovered Materials** [2 CFR §200.322]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.323 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.



## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**FEMA GRANT FUNDING CONDITIONS**  
**PROPOSAL NUMBER: 23-1078-RFP-CCNA**

**PROPOSAL TITLE: Pinellas County Beach Restoration - Design Services**

This solicitation is either fully or partially Grant funded. Bidders shall comply with the clauses as enumerated below. These requirements apply to all Federal Emergency Management Agency (FEMA) grant and cooperative agreement programs.

1. **Equal Employee Opportunity:** Per 41 C.F.R. Part 60-1.4(b), during the performance of this contract, the contractor agrees as follows:
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment
    - ii. advertising; layoff or termination; rates of pay or other forms of compensation;
    - iii. and selection for training, including apprenticeship. The contractor agrees to
    - iv. post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this
    - v. nondiscrimination clause.
  - b. The contractor will, in all solicitations or advertisements for employees
    - i. placed by or on behalf of the contractor, state that all qualified applicants will
    - ii. receive consideration for employment without regard to race, color, religion,
    - iii. sex, sexual orientation, gender identity, or national origin.
  - c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
  - d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - e. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - f. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such othersanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency maydirect as a means of enforcing such provisions, including sanctions for noncompliance:
  - i. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
  - ii. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or underthe contract.
  - iii. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance ofcontractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  - iv. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penaltiesfor violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary ofLabor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, theadministering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

2. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT:** The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

- a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- c. Withholding for unpaid wages and liquidated damages. The Federal Emergency Management Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- d. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

3. **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

- a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
  - b. The contractor agrees to report each violation to the Federal Emergency Management Agency and understands and agrees that the Pinellas County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
  - c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.
4. **Procurement of Recovered Materials:** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V. (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- a. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    - i. Competitively within a timeframe providing for compliance with the contract performance schedule:
    - ii. Meeting contract performance requirements; or
    - iii. At a reasonable price.
  - b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
    - i. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”
5. **Contract Changes:** The cost of any change, modification, change order, or constructive change, must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
6. **Access to Records:** All contractors and their successors, transferees, assignees, and subcontractors must acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).
7. **DHS Seal, Logo, and Flags:** The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).
8. **Compliance with Federal Law, Regulations, and Executive Orders:** A contractor must acknowledge that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

9. **No Obligation by Federal Government:** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
  
10. **Program Fraud and False or Fraudulent Statements or Related Acts:** The contractor must acknowledge that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.