

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.



CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Environmental Consulting Services - Coastal Management

RFP CONTRACT NO. 22-0612-CN (JJ)

CONTINUING FIRM: Aptim Environmental & Infrastructure, LLC

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SECTION 1 - INTENT OF AGREEMENT

AGREEMENT FOR PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES - COASTAL
MANAGEMENT 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, the County Public Works department requires professional Environmental Consulting Services - Coastal Management services associated with the County's Coastal Management Program on an as needed basis, herein referred as project.

WHEREAS, the County desires the consultant provide professional Environmental Consulting Services - Coastal Management services requisite to the management needs of the County Public Works department, and

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

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

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SECTION 2 - GENERAL CONDITIONS AND PROFESSIONAL REQUIREMENTS

1. DESCRIPTION OF OVERALL REQUIRED SERVICES

The COUNTY requires the support of a CONSULTANT to provide coastal consulting services to assist with the COUNTY'S Coastal Management Program (CMP). The CONSULTANT may be tasked with recommending the continuation of existing beach stabilization and nourishment projects or new projects as needs dictate. Before implementing new projects, they will be thoroughly discussed through consultation as applicable with County staff, the Florida Department of Environmental Protection (FDEP), the United States Army Corps of Engineers (USACE), beach municipalities, and/or other CMP stakeholders.

The Consultant may participate in Pinellas County Board of County Commissioners meetings, city commission meetings, stakeholder meetings, and other meetings as requested by the County Project Manager (PM). The support provided by the Consultant is envisioned to be comprehensive to support the CMP.

Consultant services may include, but not be limited to:

- Program assistance for beach stabilization and nourishment projects such as preparing Scopes of Services and design specifications for construction projects.
- Oversight of design and construction contracts, construction monitoring and post-construction permit compliance monitoring.
- Design and permitting of beach stabilization structures; and other CMP-related activities as needed.
- Additional services may include, but not be limited to, contract management and coordination, as applicable, with other County consultants and contractors, coastal beach municipalities, beachfront business owners, residents, visitors, and other consultants and/or stakeholders as applicable.
- The services may also include coordinating efforts with County staff, beach community representatives, consultants, and other stakeholders to acquire funds from federal, state, and other available funding sources.
- The Consultant may be expected to prepare and submit funding applications and help program the use of County Tourist Development Council (TDC) funds to best meet the needs of the CMP.
- The Consultant will designate a lead manager for this contract to ensure consistency and clear communication.
- In the case that there is state or federal grant funding for a project, the applicant will adhere to the state and federal grant requirements that apply.

2. ASSIGNMENT OF WORK

Work to be performed by the consultant shall be on an assignment-by-assignment basis. Work assignments shall be made by the County's director of Public Works or designee. Prior to any work assignments being made, based on mutual discussions between the County and the consultant, the consultant shall prepare a detailed scope of work for the assignment which shall include a not to exceed budget amount for the assignment. All work assignment authorizations by the County shall be in writing. The consultant shall perform no work under this Agreement without written authorization. The consultant hereby agrees to waive any claim for compensation for any work performed without written authorization.

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.

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- 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 of services performed or checked shall be signed and sealed by the consultant's Florida registered engineer.
- E. The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 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. **GOVERNING SPECIFICATIONS, REGULATIONS AND PERTINENT DOCUMENTS**

- A. 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.
- B. 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;
- 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 20 of this Agreement, "Indemnification."

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5. KEY PERSONNEL

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

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

- B. The contractor and subcontractor 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 subcontract has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida statute 448.09(1) 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 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.

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

- A. The consultant shall furnish all services, equipment and manpower necessary for the work assignment in accordance with the intent of the Agreement.
- B. If required, design activities shall be supported by design calculations properly identified as to subject and topic. Design references and any assumptions shall be noted. Calculations, if required, shall be in conformance with standard engineering practices. Design notes and computations shall be bound in suitable booklet form, and booklet shall be properly indexed as to content. All documents shall receive quality control checks and reviews.
- C. If required, the consultant shall provide a file of the proposed design in AutoCAD latest version supported by Pinellas County, complete with all objects depicted according to software requirements.
- D. The consultant shall provide the following, if requested:
1. Support to County staff in development of a scope of services.
 2. Reviews of plan submittals, engineering calculations, schedules and other technical documents.
 3. Quality control and constructability reviews of plans

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4. Project implementation services for design such as: infrastructure studies and investigations, project scope preparation, project design, conduct/assist in public information meetings, utility coordination, land surveying services, geotechnical services, access connection and environmental permitting services, cost estimating, railroad coordination, construction engineering and inspection.
 5. Project management support and preparation of independent cost estimates.
 6. Status meetings at a minimum of one each month.
 7. Any other miscellaneous engineering services requirement by the County as directed by County's designated director or designee who is a County employee.
- E. Design phase (services to be defined with each specific work assignment)
- F. Bidding phase (services to be defined with each specific work assignment)
- G. Other engineering services. (services to be defined with each specific work assignment)
1. Survey work – assist the County in conducting surveys of construction projects proposed for landfill operation and permitting. All surveys shall be certified by a professional land surveyor (pls).
 2. Copy and reproduction support – assist the County in production support of major documents such as permit applications, feasibility studies, design modifications and closure plans.
 3. Miscellaneous figures, as-built drawings, maps – prepare figures, design drawings, maps, specifications, as-builts, etc., for the County when requested. All design support shall be performed on AutoCAD, latest version.

2. GENERAL SERVICES/SUPPORT TO COUNTY AS NEEDED

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

SECTION 4 - PERFORMANCE SCHEDULES

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

- A. The work assignments to be performed by the consultant shall commence upon receipt, from the County, of a written notice to proceed from the County's director of Public Works or designee who is a County employee.
- B. The consultant's performance schedule for any authorized work assignments shall be established upon the County's acceptance and approval of a detailed schedule to be submitted, by the consultant, prior to each assignment.
- C. Each individual work assignment issued to the consultant must have at least a 10% financial commitment to a certified Pinellas County small business enterprise subconsultant for individual work assignments valued at \$50,000.00 or greater. If the prime firm is an SBE, the requirement is already satisfied.

SECTION 5 - INFORMATION AND 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 work assignments, which the County may have in its possession.
- B. Sample copies of the County standard contract documents and specifications, if required.

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SECTION 6 - PAYMENT SCHEDULE/INVOICING REQUIREMENTS

1. The County shall make payments to the consultant for work performed in accordance with the local government prompt payment act, F.S. Section 218.70 et. Seq.
2. Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, or not to exceed amount approved, the County may, prior to processing of the invoice for payment, require the consultant to submit satisfactory evidence to support the invoice. All invoices requesting payment for reimbursable, or expense items (as defined in the Compensation to the Consultant Section below) must have copies of actual billings, invoices, or receipts attached which support the amount invoiced.
3. The consultant shall provide a progress report with each invoice in a format to be provided by the County. The progress report shall include a written narrative describing the work performed that period, and the work planned to be completed the following period. All progress reports shall be mailed to the attention of the designated project manager.
4. 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

SECTION 7 - COMPENSATION TO THE CONSULTANT

1. The County shall compensate the consultant for authorized work assignments using the following methods of compensation. The method of compensation shall be determined by the County based on the work assignment to be performed.
 - A. For work assignments where the scope can be reasonably defined, and have a specific time frame, compensation shall be a lump sum fee negotiated and agreed upon prior to the assignment's authorization. This fee shall be the total and complete amount payable to the consultant for performance of the work assignment and shall include the cost of all labor, overhead, profit, and expenses of any nature.
 - B. For indeterminate work assignments, compensation shall be on an hourly rate basis, compensation shall be for the actual work performed in accordance with the schedule of rate value attached to this Agreement and incorporated herein as exhibit a.
2. The upset limit for all compensation to be paid under the maximum five (5) year term of this Agreement is an amount not to exceed **\$1,250,000.00**. Total payments to the consultant may not exceed this amount without board of County commissioners or County administrator's approval to raise this upset limit. This Agreement contains one (1) additional two (2) term extension option, based upon performance, beyond the primary Agreement period.
3. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

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SECTION 8 - WORK ASSIGNMENT

1. The County and the consultant shall mutually agree on scope of services based on individual work assignment as needed throughout the Agreement term, thus work assignment authorization by an approved purchase order.
2. The consultant shall perform no services contemplated to merit compensation beyond that provided for in detailed work assignment unless such services and compensation, therefore, shall be provided for by appropriate written authorization via a change order to the work assignment. Such change orders will be issued by the board of County commissioners' purchasing department.

SECTION 9 - ASSIGNMENT/SUBCONTRACTING/CORPORATE ACQUISITIONS AND/OR MERGERS

1. The consultant shall perform this contract. No assignment or subcontracting shall be allowed without prior written consent of the County. If a proposer intends to subcontract a portion of this work, the proposer must disclose that intent to the County. In the event of a corporate acquisition and/or merger, the consultant shall provide written notice to the County within 30 business days of consultant's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws.
2. 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. The consultant may propose an alternate and/or additional subconsultant, other than the subconsultant(s) provided in the Agreement, however, the consultant: 1) shall provide a written explanation to the purchasing department and the responsible County department director or authorized designee for the alternate and/or additional subconsultant prior to the engagement; and 2) must receive written approval from the responsible County department director or authorized designee prior to the engagement.

Alternate and/or additional subconsultants shall have labor/equipment rates and labor categories consistent with those presented in the Agreement and shall not cause an increase to the original contract award amount. If the labor/equipment rates and labor categories offered by the alternate and/or additional subconsultant are not contained in the Agreement, the consultant must verify in writing to the purchasing department and the responsible County department director or authorized designee that the rates for the services and equipment provided are fair and reasonable and shall not cause an increase to the original contract award amount.

SECTION 10 - SATISFACTORY PERFORMANCE

All services to be provided by the consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's designated departmental director or designed.

SECTION 11 - RESOLUTION OF DISAGREEMENTS

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.

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SECTION 12 - CONSULTANTS 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 work assignments paid by lump sum fee.
3. The County reserves the privilege of auditing a vendor's records as such records relate to purchases between the County and said vendor. Such audit privilege is provided for within the text of the Pinellas County code 2-176(j). Records should be maintained for 5 years from the date of final payment.
4. The County's agent or authorized representative shall have access to the consultant's facilities and all necessary records in order to conduct audits in compliance with this section. The County's agent or authorized representative shall give the consultant reasonable advance notice of intended inspections, examinations, and/or audits.

SECTION 13 - OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement,

1. Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs, and reports prepared by the consultant shall be delivered by the consultant to the County at the conclusion of the project or the termination of the consultant's services.
2. The consultant at its own expense may retain copies for its files and internal use.

SECTION 14 - INSURANCE COVERAGE

The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The Consultant 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~~ **Exhibit B** Insurance Requirements – Attached.

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

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

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

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

SECTION 17 - PROHIBITION AGAINST CONTINGENT FEE

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

SECTION 18 - TRUTH IN NEGOTIATIONS

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

SECTION 19 - SUCCESSORS AND ASSIGNS

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

SECTION 20 - INDEMNIFICATION

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 of the consultant and other persons employed or utilized by the consultant in the performance of the Agreement.

SECTION 21 - INTEREST ON JUDGMENTS

In the event of any disputes between the parties to this Agreement, including without limitations thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award, or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of 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

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SECTION 22 - TERMINATION OF AGREEMENT

1. Pinellas County reserves the right to terminate this contract without cause by giving 30 days prior notice to the consultant in writing of the intention to terminate or with cause if at any time the consultant fails to fulfill or abide by any of the terms or conditions specified.
2. Failure of the consultant to comply with any of the provisions of this Agreement shall be considered a material breach of Agreement and shall be cause for immediate termination of the Agreement at the discretion of Pinellas County.
3. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the bidder of such occurrence and Agreement shall terminate on the last day of current fiscal period without penalty or expense to the County.
4. In addition to all other legal remedies available to Pinellas County, Pinellas County reserves the right to terminate and obtain from another source, any items which have not been delivered within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order as determined by Pinellas County.

SECTION 23 - AGREEMENT TERM

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for five (5) years, unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment. The negotiated rates shall remain fixed for the five-year term however, the County reserves the right to re-negotiate rates based on current market conditions. The hourly rates provided are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay metropolitan statistical area. Travel outside of the Tampa Bay metropolitan statistical area will be reimbursed in accordance with section 112.061 F.S. And/or the County travel policy, as approved by the County.
2. This Agreement may exercise a term extension subject to written notice of Agreement from the County administrator and consultant, for one (1) additional two (2) year term extension, beyond the primary Agreement period. This term extension shall be exercised only if all terms and conditions remain the same. Rates will be subject to negotiation based on current market conditions.

SECTION 24 - CONFLICT OF INTEREST

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

SECTION 25 - EXTENT OF AGREEMENT

This Agreement represents, together with the RFP, addenda, the proposer's response, any exhibits, the entire written Agreement between the County, and the consultant and may be amended only by written instrument signed by both the County and the consultant.

SECTION 26 - PUBLIC ENTITY CRIMES

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

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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, 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.

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

SECTION 27 - 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. Consultant 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 contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, purchase@pinellasCounty.org, Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6th Floor, Clearwater, FL 33756.

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.

Aptim Environmental & Infrastructure, LLC

By: _____
Print Name: Beau C. Suthard
Title: Program Director
Date: January 13, 2023

PINELLAS COUNTY, by and through its Board of County Commissioners

By: _____
Chairman
Date: _____

ATTEST: Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk
Date: _____

APPROVED AS TO FORM

By: Jacina Parson
Office of the County Attorney

APTIM ENVIRONMENTAL & INFRASTRUCTURE, LLC
Schedule of Rate Values for Contract 22-0612-CN (JJ)
Environmental Consulting Services - Coastal Management



Exhibit A

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 22-0612-CN (JJ)
Environmental Consulting Services - Coastal Management



Exhibit A
(continued)

| | |
|---|--------------------|
| 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 22-0612-CN (JJ)
Environmental Consulting Services - Coastal Management



Exhibit A
(continued)

| | |
|--------------------------|----------------|
| 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 ** |
|-----------------------------|-------------------|

** 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 |



**HYATT SURVEY SERVICES, INC.
RATE SCHEDULE
(2022)**

| <u>BILLING UNIT</u> | <u>HOURLY RATE*</u> |
|----------------------------|----------------------------|
|----------------------------|----------------------------|

Field Crews:

| | |
|--------------------------------------|------------------|
| Field Survey Crew: (1 Person) | \$ 120.00 |
| Field Survey Crew: (2 Person) | \$ 160.00 |
| Field Survey Crew: (3 Person) | \$ 200.00 |

Note: All Field Crew rates include either robotic total station or RTK GPS equipment.

Hydrographic Survey Crew:

| | |
|-----------------------------|------------------------|
| Single Beam Surveys: | \$ 2,000.00/day |
| Multi Beam Surveys: | \$ 2,800.00/day |

Note: Hydrographic Survey Crew rate includes all personnel and equipment for an 8-hour day.

Office:

| | |
|--|------------------|
| Survey Technician | \$ 125.00 |
| Professional Surveyor & Mapper | \$ 165.00 |
| Senior Professional Surveyor & Mapper | \$ 195.00 |

| | |
|----------------------------------|-----------------|
| Administrative Assistant: | \$ 60.00 |
|----------------------------------|-----------------|

Additional Equipment:

| | |
|------------------------------------|----------------------|
| Sherp ATV: (w/o operator) | \$ 750.00/day |
| Marshmaster: (w/o operator) | \$ 500.00/day |
| Airboat: (w/o operator) | \$ 450.00/day |
| 4WD ATV/UTV: | \$ 100.00/day |



**Ambient
Technologies**

An Earth of Experience

Subsidiaries & Affiliates

Minority Certified



**ENVIRONMENTAL DRILLING AND
GEOPHYSICAL SERVICES BILLING
RATES FOR THE
PINELLAS COUNTY - ENVIRONMENTAL
CONSULTING SERVICES - COASTAL
MANAGEMENT
CONTRACT No. 22-0612-CN**



ENVIRONMENTAL DRILLING RATES
Proposal Number: 22211003
APTIM - Environmental Consulting Services - Coastal Management
Pinellas County. Contract No. 22-0612-CN
Rates Valid 2022-2027

• General baseline fee schedule (most common items). It may be adjusted depending on SOW and requirements.

Client is responsible for any ROW or access permits and MOT for the work to be performed, if needed.

| DRILLING ACTIVITIES | | | |
|--|----------------|--|------------|
| Direct Push/Auger Rig Daily Rate - (maximum 10 hours) | full day | | \$1,925.00 |
| Direct Push/Auger Rig Half-Day Rate ¹ - (maximum 5 hours) | half day | | \$1,705.00 |
| Prepack Well Screen (includes all materials) Length 5ft ID <u> 1 " </u> | each | | \$106.15 |
| PVC Well Screen (includes all materials) Length 5ft ID <u> 1 " </u> | each | | \$60.50 |
| PVC Well Screen (includes all materials) Length 10ft ID <u> 1 " </u> | each | | \$66.00 |
| Well Riser (includes all materials) ID-1" 5' Length | each | | \$55.00 |
| Well Riser (includes all materials) ID-1" 10' Length | each | | \$66.00 |
| Prepack Well Screen (includes all materials) Length 5ft ID <u> 1.5 " </u> | each | | \$132.00 |
| PVC Well Screen (includes all materials) Length 5ft ID <u> 1.5 " </u> | each | | \$71.50 |
| PVC Well Screen (includes all materials) Length 10ft ID <u> 1.5 " </u> | each | | \$82.50 |
| Well Riser (includes all materials) ID-1.5" 5' Length | each | | \$66.00 |
| Well Riser (includes all materials) ID-1.5" 10' Length | each | | \$77.00 |
| Prepack Well Screen (includes all materials) Length 5ft ID <u> 2 " </u> | each | | \$170.50 |
| PVC Well Screen (includes all materials) Length 5ft ID <u> 2 " </u> | each | | \$82.50 |
| PVC Well Screen (includes all materials) Length 10ft ID <u> 2 " </u> | each | | \$88.00 |
| Well Riser (includes all materials) ID-2" 5' Length | each | | \$77.00 |
| Well Riser (includes all materials) ID-2" 10' Length | each | | \$82.50 |
| Soil Gas Probe installation - Specs to be confirmed by client | each | | TBD |
| Monitoring Well Completion-HSA (incl. sand pack, seal, pad/MHC, development, locking cap) | per well | | \$231.00 |
| Monitoring Well Completion-DPT (incl. sand pack, seal, pad/MHC, development, locking cap) | per well | | \$187.00 |
| Monitoring Well Completion-Temp (incl. sand pack, seal, development, locking cap, abandon) | per well | | \$143.00 |
| Aluminum/Steel 4"x4"x5' stand up cover- Material Only. To add on well completion line items | each | | \$715.00 |
| Bollard installation- 3 per set | each | | \$605.00 |
| Bollard installation- 4 per set | each | | \$825.00 |
| Open, Plug/resurface borehole- SB/GW up to 50ft | each | | \$77.00 |
| DRILLING DOUBLE CASED WELL | | | |
| Surface casing ID-4" 5' length | each | | \$148.50 |
| Surface casing ID-6" 5' length | each | | \$203.50 |
| Monitoring Well Completion 4" (includes sand pack, seal, pad/MHC, development, locking cap) | per well | | \$330.00 |
| Monitoring Well Completion 6" (includes sand pack, seal, pad/MHC, development, locking cap) | per well | | \$385.00 |
| REMEDIATION-INJECTION ACTIVITIES | | | |
| Direct Push Rig and Injection Equipment (Rig, pump, tank, injection points, tools) | day | | \$5,500.00 |
| Mobilization Injection set up | LS | | TBD |
| Water permit and consumption | LS | | TBD |
| ABANDONMENT | | | |
| MW abandonment- 1" or 2" grout/plug | ft. | | \$9.35 |
| MW abandonment- 4" grout/plug | ft. | | \$17.60 |
| MW abandonment- 6" grout/plug | ft. | | \$25.30 |
| Regular 2'x2'x4" Pad and cover- Removal and disposal and resurfacing | each | | \$170.50 |
| Bollard removal- 3 point bollard | each | | \$511.50 |
| 2x2 road box: Removal, disposal and resurfacing | each | | \$1,045.00 |
| IN-SITU READINGS | | | |
| CPT- Tip resistance, Sleeve friction, Pore pressure and Seismic- Included Rig | day | | \$2,750.00 |
| Interpretation Report | per boring | | \$214.50 |
| SAFETY | | | |
| Borehole clearance using geophysics (GPR and Electronics) no map- up to 4hrs on site | LS | | \$1,188.00 |
| Borehole clearance using geophysics (GPR and Electronics) no map- up to 8hrs on site | LS | | \$2,035.00 |
| Vacuum/Soft digging/Air knife- Up to 4hrs on site | LS | | \$2,035.00 |
| Vacuum/Soft digging/Air knife- Up to 8hrs on site | LS | | \$2,475.00 |
| MISCELLANEOUS | | | |
| Mobilization (one rig) Miles round trip: | round trip | | \$825.00 |
| Daily travel- Automatic when travel distances are 100 to 150 miles round trip | day | | \$99.00 |
| Per Diem - Automatic when field work is longer than 9hr/day or round trip over 150 miles | per crew/night | | \$478.50 |
| DOT Approved 55-gal Drum | each | | \$93.50 |
| Special Order Closed Top Drums | each | | \$121.00 |
| Permits ² (Drilling and abandonment only; cost according to WMD & Local Municipalities) | each | | TBD |
| Pre-drilling on site meeting- | each | | \$385.00 |
| Pre-drilling conference call- 30 minutes | each | | \$82.50 |
| Extra hour rate ⁵ | hour | | \$302.50 |
| Use of a concrete saw or concrete core bit -To open asphalt or concrete for SB/GW | each | | \$165.00 |



GEOPHYSICAL EQUIPMENT RATES

Proposal Number: 22211003

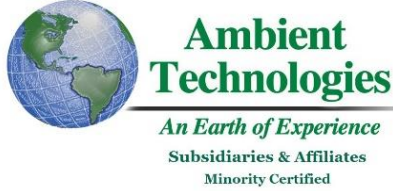
APTIM - Pinellas County - Environmental Consulting Services - Coastal Management

Pinellas County. Contract No. 22-0612-CN

Rates Valid 2022-2027

| Geophysical Equipment (Land-Based) | Equipment Type | Unit of Measurement | Price Per Unit - Half Day Minimum |
|---|-----------------------|----------------------------|--|
| GPR System w/ 1 Antenna | Mala or GSSI | Per Day | \$200.00 |
| GPR System w/ 2 or more Antenna | Mala or GSSI | Per Day | \$250.00 |
| Geode 24-Channel Seismic System with Geophones | Geometrics | Per Day | \$325.00 |
| Geode 48-Channel Seismic System with Geophones | Geometrics | Per Day | \$400.00 |
| Ballard Crosshole Seismic System | Ballard | Per Day | \$300.00 |
| Electromagnetics (EM-31 MK2) | Geonics | Per Day | \$200.00 |
| Electromagnetics (EM-34) | Geonics | Per Day | \$200.00 |
| Electromagnetics (EM-61 MK2)-TDEM | Geonics | Per Day | \$200.00 |
| Magnetometer (Cesium Vapor 858) | Geometrics | Per Day | \$200.00 |
| R8 56-Channel Electrical Resistivity Imaging System | AGI | Per Day | \$425.00 |
| R8 112-Channel Electrical Resistivity Imaging System | AGI | Per Day | \$750.00 |
| DC Resistivity Testing System (large) | AGI | Per Day | \$250.00 |
| DC Resistivity Testing System (small) | L&R | Per Day | \$100.00 |
| Pile Integrity Tester | Pile Dynamics | Per Day | \$150.00 |
| Metal Detector | Schoenstedt | Per Day | \$30.00 |
| Sonic Cross-Hole Logging System | Olson Instruments | Per Day | \$400.00 |
| Spectral Analysis of Surface Waves (SASW) System | Olson Instruments | Per Day | \$200.00 |
| Ultra-Sonic Pulse Velocity System | Olson Instruments | Per Day | \$200.00 |
| Slab Impulse Response System | Olson Instruments | Per Day | \$200.00 |
| Electronic Utility Locator | RadioDetection | Per Day | \$85.00 |
| EM Concrete Reinforcing and Corrosion Detector | Profometer AI 650 | Per Day | \$125.00 |
| Vacuum Excavation System w/ Compressor | Vermeer VX75-800 | Per Day | \$1,000.00 |
| Floor level Survey Equipment | ZIP Level | Per Day | \$50.00 |
| Global Positioning Systems (GeoXH) | Trimble Geo7X | Per Day | \$100.00 |
| Pipeline Video Inspection-push camera | RadioDetection | Per Day | \$300.00 |
| Infrared Video Camera (T400) | FLIR | Per Day | \$150.00 |
| In-Situ Thermal Conductivity Testing (FTN01) | Huxseflux | Per Day | \$250.00 |
| Concrete Core Drill Press | Makita | Per Day | \$225.00 |
| Hand Push Penetrometer | Humboldt | Per Day | \$30.00 |
| Field Vehicle | Nissan | Per mile | \$0.61 |
| All Terrain Vehicle | Kawasaki (Mule) | Per Day | \$108.15 |
| Geophysical Equipment (Marine-Based) | | | |
| Sub-Bottom Profiler (3200 System with 216 Towfish) | Edgetech | Per Day | \$450.00 |
| Bathymetric Profiler (Echotrac CVM) | Echotrac | Per Day | \$200.00 |
| Edgetech 4200 Sidescan Sonar System | Edgetech | Per Day | \$400.00 |
| Seafloor Systems HydroLite-DFX Dual Frequency Echosounder | Sea Floor Systems | Per Day | \$175.00 |
| Tritech StarFish 990F side scan sonar system | Tritech | Per Day | \$175.00 |
| Geometrics G-882 TVG Marine Magnetometer | Geometrics | Per Day | \$225.00 |
| Pontoon Survey Boat | Wilderness Systems | Per Day | \$185.00 |
| Marine Navigation and Comm Software Package | Hydropac | Per Day | \$200.00 |
| Fresh-Water/Near-Shore Power Boat w/ trailer | Carolina Skiff | Per Day | \$425.00 |

A Minority Certified Company
Ambient Technologies, Inc. & Subsidiaries **ATI Companies, LLC – Drilling** **GeoView, Inc. – Geophysics**
ATI Energia, LLC – Solar Energy **ATI Geologica, LLC – In-Situ Testing/CPT** **ATI Panamericana, S.A.**
Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 **Ph.: (727) 328-0268** **Fax: (727) 328-2477**
info@ambienttech.com www.ambienttech.com



GeoView Personnel Billing Rates

Proposal Number: 22211003

APTIM - Pinellas County - Environmental Consulting Services - Coastal Management Pinellas County. Contract No. 22-0612-CN

Rates Valid 2022-2027

| Personnel/Classification | Hourly Billing Rate |
|--------------------------|---------------------|
| Geophysicist 1 | \$85 |
| Geophysicist 2 | \$100 |
| Geophysicist 3 | \$125 |
| Graphics Manager | \$100 |
| Senior Geophysicist | \$150 |
| Principal Geophysicist | \$235 |
| Clerical Support | \$85 |

A Minority Certified Company
 Ambient Technologies, Inc. & Subsidiaries ATI Companies, LLC – Drilling GeoView, Inc. – Geophysics
 ATI Energia, LLC – Solar Energy ATI Geologica, LLC – In-Situ Testing/CPT ATI Panamericana, S.A.
 Headquarters: 5709 First Avenue South, St. Petersburg, FL 33707 Ph.: (727) 328-0268 Fax: (727) 328-2477
info@ambienttech.com www.ambienttech.com

EXHIBIT B – INSURANCE REQUIREMENTS

INSURANCE AND INDEMNIFICATION 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.

EXHIBIT B – INSURANCE REQUIREMENTS

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 and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent prior to the expiration date.

- 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. 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:

EXHIBIT B – INSURANCE REQUIREMENTS

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

If Consultant 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 Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

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

Limit

| | |
|------------------------------------|--------------|
| Combined Single Limit Per Accident | \$ 1,000,000 |
|------------------------------------|--------------|

- 4) **Excess or Umbrella Liability Insurance:** excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

| | |
|-------------------|--------------|
| Each Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |

EXHIBIT B – INSURANCE REQUIREMENTS

- 5) **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”, Consultant 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 | \$1,000,000 |
| General Aggregate | \$1,000,000 |

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.

- 6) **Pollution Legal/Environmental Legal Liability Insurance:** for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants, or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or “tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- a. Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed.
- b. Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- c. Cost of Cleanup/Remediation.

Limits

| | |
|-------------------------|--------------|
| Per Claim or Occurrence | \$ 1,000,000 |
| General Aggregate | \$ 1,000,000 |

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

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

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CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS BID OR PROPOSAL NUMBER: 22-0612-CN (JJ)

BID OR PROPOSAL TITLE: Environmental Consulting Services - Coastal Management

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). 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: Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, 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 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.

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(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) 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

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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].

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 nonresponsive 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 §200.339 - Remedies for

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noncompliance, including suspension or debarment.

Certifications and representations. [2 CFR § 200.209]

Unless prohibited by the U.S. Constitution, Federal statutes or regulations, CONTRACTOR may be required to submit certifications and representations required by this agreement, Federal statutes, or regulations on an annual basis. Submission may be required more frequently if the CONTRACTOR fails to meet a requirement of these provisions for contracts under federal awards.

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 2 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 CFR 60-4.1 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

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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.

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.

Domestic preferences for procurements. [2 CFR § 200.322]

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Procurement of Recovered Materials [2 CFR §200.323]: 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 §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

Retention of Records [2 CFR 200.334]: Financial records, supporting documents, statistical records, and all other records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or invoice. Record retention may be required to be longer if any of the provisions of 2 CFR 200.334(a)-(f) apply.

Access to Records [2 CFR 200 § 200.337]: The County, Pass-through agency or Federal awarding agency have the right of timely and unrestricted access to any documents,

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papers or other records, including electronic records, of the CONTRACTOR which are pertinent to the Federal award in order to make audits, investigations, examinations, excerpts, transcripts, and copies of such documents.

This right also includes timely and reasonable access to the CONTRACTOR'S personnel for the purpose of interview and discussion related to such documents. This right of access shall continue as long as records are required to be retained.

Remedies for noncompliance. [2 CFR § 200.339]

If CONTRACTOR fails to comply with the U.S. Constitution, Federal statutes, regulations or the terms and conditions of a Federal award, the Federal awarding agency or COUNTY may impose additional conditions, as described in 2 CFR § 200.208. If the Federal awarding agency or COUNTY determines that noncompliance cannot be remedied by imposing additional conditions, the Federal awarding agency or COUNTY may take one or more of the following actions, as appropriate in the circumstances:

- (a) Temporarily withhold cash payments pending correction of the deficiency by the CONTRACTOR or more severe enforcement action by the Federal awarding agency or COUNTY.
- (b) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- (c) Wholly or partly suspend or terminate the Agreement.
- (d) Initiate suspension or debarment proceedings as authorized under 2 CFR part 180 and Federal awarding agency regulations (or in the case of the COUNTY, recommend such a proceeding be initiated by a Federal awarding agency).
- (e) Take other remedies that may be legally available.

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.

Exhibit E
STANDARD TERMS AND CONDITIONS APPLICABLE TO STATE GRANT AGREEMENTS
BID OR PROPOSAL NUMBER: 22-0612-CN (JJ)
BID OR PROPOSAL TITLE: Environmental Consulting Services - Coastal Management

The following terms are incorporated into the Agreement and shall take precedence in the event of any conflict. The parties mutually intend for these supplemental terms to satisfy the requirements of all applicable laws and grant conditions, as either may be revised or modified by interpretation of an entity with jurisdiction or authority to do so, and therefore the parties agree that these terms should be applied, construed, and deemed modified to the maximum extent possible to effectuate that intent.

1. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Contractor/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Contractor 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 and 287.134, F.S., the following restrictions apply to persons placed on the convicted vendor list or the discriminatory 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 Contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - 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. Notification. The Contractor shall notify County if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list or the discriminatory vendor list during the life of the Agreement. The Florida County of Management Services is responsible for maintaining the discriminatory vendor list and posts the list on its website. Questions regarding the discriminatory vendor list may be directed to the Florida County of Management Services, Office of Supplier Diversity, at (850) 487-0915.

2. Compliance with Federal, State and Local Laws.

- a. The Contractor 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 Contractor 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.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

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3. Scrutinized Companies.

- a. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., County may immediately terminate this Agreement at its sole option if Contractor or its subcontractors are found to have submitted a false certification; or if Contractor, or its subcontractors are 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 Contractor certifies that it and its subcontractors are 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., County may immediately terminate this Agreement at its sole option if Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies that Boycott 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. The Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.
- d. 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 Contractor 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 Contractor and the State, Contractor may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Contractor shall comply with Sections 11.062 and 216.347, F.S.

5. Record Keeping.

The Contractor 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, the State, or their 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 Agreement. In the event that any work is subcontracted, Contractor shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of County's Inspector General, or other authorized State official, Contractor shall provide any type of information the Inspector General deems relevant to Contractor's integrity or responsibility. Such information may include, but shall not be limited to, Contractor's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Contractor shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida County of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

6. Audits.

- a. Inspector General. The Contractor 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 Contractor will comply with this duty and ensure that its sub-Contractors and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-Contractors and/or subcontractors, respectively.
- b. Physical Access and Inspection. County 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. Contractor shall provide access to any location or facility on which Contractor is performing work, or storing or staging equipment, materials, or documents;
 - ii. Contractor shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Contractor 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.

Exhibit E

- c. **Special Audit Requirements.** The Contractor shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If County fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Contractor shall request one from the County's Grants Manager. The Contractor shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Contractor shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a Sub-Contractor or vendor. For State financial assistance, Contractor shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Sub-Contractor vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, County may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State and Federal guidelines (including cost allocation guidelines). The County may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Contractor must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Contractors must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Contractors are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Contractor's, or Sub-Contractor's, accounting system cannot comply with this requirement, Contractor, or Sub-Contractor, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If County finds that these funds have been commingled, County shall have the right to demand a refund, either in whole or in part, of the funds provided to Contractor under this Agreement for non-compliance with the material terms of this Agreement. The Contractor, upon such written notification from County shall refund, and shall forthwith pay to County, the amount of money demanded by County. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from County by Contractor to the date repayment is made by Contractor to County.
 - ii. In the event that the Contractor recovers costs, incurred under this Agreement and reimbursed by County, from another source(s), Contractor shall reimburse County for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Contractor to the date repayment is made to County.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

7. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Contractor.
- b. The County may, for cause, require the replacement of any Contractor 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 policy or other requirement.
- c. The County may, for cause, deny access to County's secure information or any facility by any Contractor employee, subcontractor, or agent.
- d. The County's actions under paragraphs b. or c. shall not relieve Contractor of its obligation to perform all work in compliance with the Agreement. The Contractor shall be responsible for the payment of all monies due under any subcontract. The County shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.

Exhibit E

- e. The County will not deny Contractor's employees, subcontractors, or agents access to meetings within the County's facilities, unless the basis of County's denial is safety or security considerations.
- f. The County supports diversity in its 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.
- g. The Contractor shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Contractor and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Contractor to meet the required delivery schedule.

8. Conflict of Interest.

The Contractor covenants that it presently has no interest and conflict in any manner or degree with the performance of services required.

9. Independent Contractor.

The Contractor is an independent contractor and is not an employee or agent of County.

10. Assignment.

The Contractor shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of County. In the event of any assignment, Contractor remains secondarily liable for performance of the Agreement, unless County expressly waives such secondary liability. The County may assign the Agreement with prior written notice to Contractor of its intent to do so.

Exhibit E

Public Records Requirements
BID OR PROPOSAL NUMBER: 22-0612-CN (JJ)
BID OR PROPOSAL TITLE: Environmental Consulting Services - Coastal Management

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Contractor is acting on behalf of County in its performance of services under the Agreement, Contractor must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Contractor in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The County may unilaterally terminate the Agreement if Contractor refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Contractor is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by County to perform the service.
- b. Upon request, provide County with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to County within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to County.
- e. Upon completion of the contract, transfer, at no cost, to County all Public Records in possession of the contractor or keep and maintain Public Records required by County to perform the service. If the contractor transfers all Public Records to County upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to County,