

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Fort DeSoto Bay Pier and Dock Replacement – Professional Engineering Services

RFP CONTRACT NO. 178-0370-NC (SS)

COUNTY PID NO. 000929A

NON-CONTINUING FIRM: Cardno, Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE
AGREEMENT
TABLE OF CONTENTS**

SECTION 1 INTENT OF AGREEMENT 3

SECTION 2 SCOPE OF PROJECT 4

 2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 4

 2.2 PROJECT PHASES 4

 2.3 CONSULTING RESPONSIBILITIES 4

 2.4 GENERAL DESIGN CONDITIONS 5

 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 5

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT 5

 3.1 SEE EXHIBIT A – SCOPE OF SERVICES 5

 3.2 BIDDING PHASE 5

 3.3 CONSTRUCTION PHASE 6

 3.4 PROVISIONS RELATED TO ALL PHASES 7

 3.5 PERMIT APPLICATIONS AND APPROVALS 8

 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 9

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY 9

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 9

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES 10

 6.1 BASIC SERVICES 10

 6.2 OPTIONAL SERVICES 10

 6.3 CONTINGENCY SERVICES 10

 6.4 ADDITIONAL SERVICES 10

 6.5 INVOICING 10

SECTION 7 COMPENSATION TO THE CONSULTANT 11

SECTION 8 PERFORMANCE SCHEDULE 12

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 12

SECTION 11 SATISFACTORY PERFORMANCE 13

SECTION 12 RESOLUTION OF DISAGREEMENTS 13

SECTION 13 CONSULTANT’S ACCOUNTING RECORDS 13

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS 14

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION 14

SECTION 16 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 15

SECTION 17 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 15

SECTION 18 PROHIBITION AGAINST CONTINGENT FEE 15

SECTION 19 TRUTH IN NEGOTIATIONS 15

SECTION 20 SUCCESSORS AND ASSIGNS 15

SECTION 21 INTEREST ON JUDGMENTS 15

SECTION 22 TERMINATION OF AGREEMENT 16

SECTION 23 AGREEMENT TERM 16

SECTION 24 CONFLICT OF INTEREST 16

SECTION 25 ENTIRE AGREEMENT 16

SECTION 26 PUBLIC ENTITY CRIMES 17

SECTION 27 PUBLIC RECORDS 17

SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION 18

ATTACHMENT A - GRANT FUNDING CONDITIONS

ATTACHMENT B - TITLE VI

ATTACHMENT C - TITLE VI/ NONDISCRIMINATION POLICY STATEMENT

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
Fort DeSoto Bay Pier and Dock Replacement – Professional Engineering Services**

THIS AGREEMENT, entered into on the 21ST day of MAY, 2019, 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, Cardno, Inc. with offices in Clearwater, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required for and during the construction of the Bay Pier located in Fort De Soto Park in Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

The CONSULTANT shall provide environmental services necessary to meet National Environmental Policy Act requirements for the removal and replacement of the Bay Pier and boat dock facility. The CONSULTANT shall also provide all professional services necessary to design; prepare plans; develop construction specifications; and provide engineering services for the proposed improvements. These improvements shall be designed in accordance with Pinellas County Standards, the Americans with Disabilities Act, Florida Building Code, and other codes, standards, specifications, and requirements applicable to this type structure.

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

a) Required Deliverables

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

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, 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, at its own expense, 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 hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

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

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.

10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the CONSULTANT for transmission to the COUNTY. The payrolls submitted shall be in accordance with the Davis-Bacon Act, 40 U.S.C Sections 3141 et seq., and implementing DOL regulations "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction, " (29 CFR Part 5).
22. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

3.4.1 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local public and utility regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.4 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

- a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.
- b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the PROJECT.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other PROJECT-related correspondences as appropriate.

3.4.5 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.8 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.9 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
- B. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Parks, Conservation and Resources or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

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

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Director of Parks, Conservation and Resources, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Parks, Conservation and Resources or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

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

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

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

The following services shall be considered reimbursable services and may be billed in full upon their completion and acceptance. The CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. Self-performed reimbursable work shall be reimbursed at the firm's standard hourly rates for all related services. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Public Works, 22211 US Hwy 19 North, Clearwater, FL 33765.

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

- A Lump Sum Fee of: Eighty-Two Thousand Seven Hundred Fifty and 00/100 Dollars (\$82,750.00) for Task 1 – General Task Phase of the PROJECT.
- A Lump Sum Fee of: One Hundred Sixty-Seven Thousand Six Hundred Ten and 00/100 Dollars (\$167,610.00) for Task 2 – Environmental & Permitting Phase of the PROJECT.
- A Lump Sum Fee of: Two Hundred Sixty-Four Thousand Seven Hundred Eighty-Five and 00/100 Dollars (\$264,785.00) for Tasks 3 through 5 – Design Services Phase of the PROJECT.
- A Lump Sum Fee of: One Hundred Six Thousand One Hundred Seventeen and 90/100 Dollars (\$106,117.90) for Task 6 – Geotechnical Services Phase of the PROJECT.

The above fees shall constitute the total not to exceed amount of Six Hundred Twenty-One Thousand Two Hundred Sixty-Two and 90/100 Dollars (**\$621,262.90**) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Not to Exceed Amount of: Two Hundred One Thousand Seven Hundred Seventeen and 35/100 Dollars **(\$201,717.35)** for Task 7 of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Seventy-Five Thousand and 00/100 Dollars **(\$75,000.00)** for all assignments performed.

7.4 Total agreement amount Eight Hundred Ninety-Seven Thousand Nine Hundred Eighty and 25/100 Dollars **(\$897,980.25)**.

7.5 For any ADDITIONAL SERVICES, the COUNTY agrees to pay the CONSULTANT a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.

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

SECTION 8 PERFORMANCE SCHEDULE

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

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Parks, Conservation and Resources or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

**SECTION 11
SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subcontractors, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Parks, Conservation and Resources or designee.

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

12.1 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.

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

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

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

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

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

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION

15.1 The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration 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 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for one thousand three hundred and ninety-five (1,395) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

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

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

**SECTION 27
PUBLIC RECORDS**

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

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.

**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

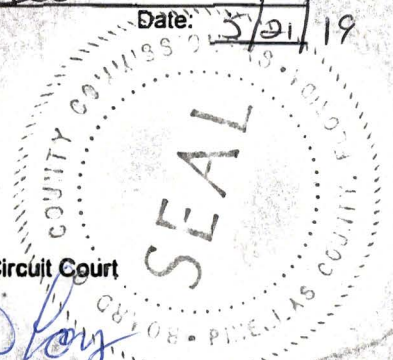
IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: Cardno, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: *[Signature]*
Print Name: Douglas Stoker
Title: Assistant Vice President Date: 15 APR 2019

By: *[Signature]*
Name: Karen Seel Date: 5/21/19
Chairman



ATTEST:

Ken Burke, clerk of the Circuit Court

By: *[Signature]*
Deputy Clerk Date: 5-21-19

APPROVAL AS TO FORM:

By: *[Signature]*
Office of the County Attorney

ATTACHMENT A

GRANT FUNDING CONDITIONS

This Project is either fully or partially Grant funded. Consultants shall comply with the clauses as enumerated below. Consultant acknowledges Federal requirements applicable to this Project and the contractual provisions contained in the contract documents may change due to changes in federal law, regulation or other requirements, or guidance, or changes in the information incorporated in the grant contracts between Pinellas County Metropolitan Planning Organization (MPO) and the Federal awarding agency. As a result, applicable changes to those Federal requirements will apply to Consultant and parties thereto at any tier.

1. Fly America Requirements - The CONSULTANT agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their CONSULTANTS are required to use U.S. Flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The CONSULTANT shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The CONSULTANT agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

2. Civil Rights Requirements

a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332:

"The CONSULTANT shall not discriminate on the basis of race, age, creed, disability, marital status, color, national origin, or sex in the performance of this contract. The CONSULTANT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the CONSULTANT to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy, as the COUNTY deems appropriate."

Each subcontract the CONSULTANT signs in regards to this PROJECT must include the assurance in this paragraph (see 49 CFR 26.13(b)). The CONSULTANT agrees to comply with applicable federal and state implementing regulations and other implementing requirements the Federal Transit Administration (FTA), FDOT or CTD may issue. In addition to the above assurance, the Operator shall not discriminate on the basis of sexual orientation, in accordance to Pinellas County Code Chapter 70 as amended. In connection with this Agreement, the undersigned will complete and submit Exhibit D "Title VI/Nondiscrimination Policy Statement", in accordance with its instructions.

b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to this Agreement:

(1). Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the PROJECT. The CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. 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. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue, including but not limited to, FTA Circular 4704.1 "Equal Employment Opportunity (EEO) Requirements and Guidelines for Federal Transit Administration Recipients"

(2). Age - In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 through 634 and Federal transit law at 49 U.S.C. § 5332, the CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(3). Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the CONSULTANT agrees to comply with any implementing requirements FTA may issue.

(4). Access to Services for Persons with Limited English Proficiency – To the extent applicable and except to the extent that FTA determines otherwise in writing, the CONSULTANT agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d-1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP) Beneficiaries," 66 Fed. Reg. 6733 et seq., January 22, 2001.

(5). Environmental Justice – The CONSULTANT agrees to comply with the policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," 42 U.S.C. § 4321 note, except to the extent that the Federal Government determines otherwise in writing.

(6). Other Nondiscrimination Laws – The CONSULTANT agrees to comply with all applicable provisions of other federal laws, regulations, and directives pertaining to and prohibiting discrimination, except to the extent the Federal Government determines otherwise in writing. The CONSULTANT also agrees to include these requirements in each subcontract financed in whole or in part with federal assistance provided by FTA, modified only if necessary to identify the affected parties.

3. Utilization of Minority and Women Firms (D/M/WBE): This Agreement is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, and *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The COUNTY's overall goal for DBE participation is 3.9% and is applicable to this Agreement. This requirement reflects the availability of willing and able DBEs who are registered with the State of Florida that would be expected to participate in COUNTY and its CONSULTANTs contracts absent the effects of discrimination. The CONSULTANT must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. .

The CONSULTANT is required to pay its subcontractors/SUBCONSULTANTs performing work related to this Agreement for satisfactory performance of that work no later than 30 days after the CONSULTANT's receipt of payment for that work from the COUNTY. In addition, the CONSULTANT may not hold retainage from its SUBCONSULTANT.

The CONSULTANT must promptly notify the COUNTY, whenever a DBE performing work related to this Agreement is terminated or fails to complete its work, and must make good faith efforts to engage another DBE to perform at least the same amount of work. The CONSULTANT may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of the COUNTY.

Information on the DBE Program requirements is available at the COUNTY offices and on-line at: <http://forwardpinellas.org>.

More information on the State of Florida DBE Program, including an application and available DBE bidders list may be found at: <http://www.dot.state.fl.us/equalopportunityoffice/New Folder/Files/UCP%20MODIFIED%20APPLICATION.pdf>.

Information regarding certified D/M/WBE firms may also 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

4. Energy Conservation - The CONSULTANT agrees to the extent applicable, to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

5. Clean Water – The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The CONSULTANT agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

6. Clean Air - The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 et seq. The CONSULTANT agrees to report each violation to the COUNTY and understands and agrees that the COUNTY will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office. The CONSULTANT also agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

7. Recycled Products – Recovered Materials - The CONSULTANT agrees to comply with all the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247.

8. Lobbying – Clause and specific language therein are mandated by 49 CFR Part 19.

Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352, as amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. § 1601, et seq.] - CONSULTANTS who apply or bid for an award of \$100,000 or more shall file the certification required by 49 CFR part 20, "New Restrictions on Lobbying." The CONSULTANT agrees that no Federal appropriated funds have been paid or will be paid by or on the behalf of the CONSULTANT, to any person for influencing or attempting to influence any officer or any employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid by the CONSULTANT to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the undersigned will complete and submit Exhibit F Standard Form LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Agency shall require that the language of this section be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all SUBCONSULTANTS shall certify and disclose accordingly.

9. No Obligation by the Federal Government to Third Parties – The COUNTY and CONSULTANT acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to the COUNTY, CONSULTANT, or any other party (whether or not a party to that Agreement) pertaining to any matter resulting from the underlying Agreement.

The CONSULTANT agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subCONSULTANT who will be subject to its provisions.

10. Program Fraud and False or Fraudulent Statements and Related Acts - The CONSULTANT acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this PROJECT. Upon execution of the underlying Agreement, the CONSULTANT certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this PROJECT work is being performed. In addition to other penalties that may be applicable, the CONSULTANT further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the CONSULTANT to the extent the Federal Government deems appropriate.

The CONSULTANT also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on the CONSULTANT, to the extent the Federal Government deems appropriate.

The CONSULTANT agrees to include the above two clauses in each subcontract financed in whole or in part with federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subCONSULTANT who will be subject to the provisions.

11. Government-Wide Debarment and Suspension – (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must 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.

12. Incorporation of Federal Transit Administration (FTA) Terms – The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding Agreement provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The CONSULTANT shall not perform any act, fail to perform any act, or refuse to comply with any COUNTY requests which would cause the COUNTY to be in violation of the FTA terms and conditions.

13. Access to Records - Upon request, the CONSULTANT agrees to permit the Secretary of Transportation; the COUNTY; the Comptroller General of the United States; and, if appropriate or their authorized representatives to inspect all PROJECT work, materials, payrolls, and other data, and to audit the books, records, and accounts of the CONSULTANT and Third Party CONSULTANTS pertaining to the PROJECT as required by 49 U.S.C. § 5325(g).

14. Record Retention: CONSULTANT agrees to retain, complete and readily accessible records related in whole or in part to this Agreement, including, but not limited to, data, documents, reports, statistics, subagreements, leases, third party contracts, arrangements, other third party agreements of any type, and supporting materials related to those records. All records must be retained for a period of five years from the date of submission of the final expenditure report and other pending matters are closed.

15. Access to the Sites of Performance: CONSULTANT agrees to permit the Federal Transit Administration (FTA) to have access to the sites of performance of its award and to make site visits as needed in compliance with the U.S. DOT Common Rules.

16. Federal Changes – The CONSULTANT shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the FTA Master Agreement as they may be amended or promulgated from time to time during the term of this Agreement. The CONSULTANT's failure to so comply shall constitute a material breach of this Agreement.

17. Termination – All services are to be performed by the CONSULTANT to the satisfaction of the COUNTY's Director, Parks and Conservation Resources, or Director's designee based on the requirements of this Agreement. The COUNTY's Director, Parks and Conservation Resources shall 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.

a. Termination for Default [Breach or Cause] (General Provision) If the CONSULTANT fails to perform in the manner called for in the Agreement, if the CONSULTANT is indicted or has direct information issued against him for any crime arising out of or in conjunction with any work being performed for or on behalf of the COUNTY, if the CONSULTANT is placed in either voluntary or involuntary bankruptcy, or if the CONSULTANT fails to comply with any other provisions of the Agreement, the COUNTY may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the CONSULTANT setting forth the manner in which the CONSULTANT is in default. The CONSULTANT will only be paid the Agreement price for services performed in accordance with the manner of performance set forth in the Agreement.

If it is later determined by the COUNTY that acts beyond the CONSULTANT'S control led to the breach or default, including but not limited to a strike, fire, or flood, the COUNTY, after setting up a new delivery of performance schedule, may allow the CONSULTANT to continue work, or treat the termination as a termination for convenience.

b. Opportunity to Cure (General Provision) The COUNTY in its sole discretion may, in the case of a termination for breach or default, allow the CONSULTANT within thirty (30) days of said notice of termination in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If the CONSULTANT fails to remedy to COUNTY satisfaction the breach or default of any of the terms, covenants, or conditions of this Agreement within thirty (30) days after receipt by the CONSULTANT of written notice from the COUNTY setting forth the nature of said breach or default, the COUNTY shall have the right to terminate the Agreement without any further obligation to the CONSULTANT. Any such termination for default shall not in any way operate to preclude the COUNTY from also pursuing all available remedies against the CONSULTANT and its sureties for said breach or default.

c. Waiver of Remedies for any Breach In the event that the COUNTY elects to waive its remedies for any breach by CONSULTANT of any covenant, term or condition of this Agreement, such waiver by the COUNTY shall not limit the COUNTY's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

18. Drug Free Workplace Requirements - Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub L 100-690, Title V, Subtitle D) All contractors entering into Federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

19. Contractor Compliance- The CONSULTANT shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards.

20. Mandatory Disclosures- The CONSULTANT must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

21. Solid Waste Disposal Act - Consultants 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 C.F.R. 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.

22. Transit Asset Management - When compliance is required, Consultant agrees to comply with FTA regulations, "Transit Asset Management; National Transit Database," 49 C.F.R. parts 625 and 630, and follow applicable federal guidance.

23. Flood Insurance - Consultant agrees to comply with flood insurance laws and guidance as follows:

- (1) It will have flood insurance as required by the Flood Disaster Protection Act of 1973, 42 U.S.C. § 4012a(a), for any building located in a special flood hazard area (100-year flood zone), before accessing federal assistance to acquire, construct, reconstruct, repair, or improve that building.
- (2) Each such building and its contents will be covered by flood insurance in an amount at least equal to the federal investment (less estimated land cost) or to the maximum limit of coverage made available with respect to the particular type of property under the National Flood Insurance Act of 1968, 42 U.S.C. § 4001 *et seq.*, whichever is less.
- (3) It will follow FTA guidance, except to the extent FTA determines otherwise in writing.

24. Public Transportation Employee Protective Arrangements – Consultant agrees to comply with the following employee protective arrangements of 49 U.S.C. § 5333(b): (1) U.S. DOL Certification. When its Award, the accompanying Underlying Agreement, or any Amendments thereto involve public transportation operations and are supported with federal assistance appropriated or made available for 49 U.S.C. §§ 5307 – 5312, 5316, 5318, 5323(a)(1), 5323(b), 5323(d), 5328, 5337, 5338(b), or 5339, or former 49 U.S.C. §§ 5308, 5309, 5312, or other provisions of law as required by the Federal Government, U.S. DOL must provide a certification of employee protective arrangements before FTA may provide federal assistance for that Award. The Recipient agrees that the certification issued by U.S. DOL is a condition of the Underlying Agreement and that the Recipient must comply with its terms and conditions. (2) Special Warranty. When its Underlying Agreement involves public transportation operations and is supported with federal assistance appropriated or made available for 49 U.S.C. § 5311, U.S. DOL will provide a Special Warranty for its Award, including its Award of federal assistance under the Tribal Transit Program. The Recipient agrees that its U.S. DOL Special Warranty is a condition of the Underlying Agreement and the Recipient must comply with its terms and conditions. (3) Special Arrangements for Underlying Agreements for Federal Assistance Authorized under 49 U.S.C. § 5310. The Recipient agrees, and assures that any Third Party Participant providing public transportation operations will agree, that although pursuant to 49 U.S.C. § 5310, and former 49 U.S.C. §§ 5310 or 5317, FTA has determined that it was not “necessary or appropriate” to apply the conditions of 49 U.S.C. § 5333(b) to any Subrecipient participating in the program to provide public transportation for seniors (elderly individuals) and individuals with disabilities, FTA reserves the right to make case-by-case determinations of the applicability of 49 U.S.C. § 5333(b) for all transfers of funding authorized under title 23, United States Code (flex funds), and make other exceptions as it deems appropriate.

25. Environmental Protections – Consultant agrees to comply with all applicable environmental and resource use laws, regulations, and requirements, and follow applicable guidance, now in effect or that may become effective in the future, including state and local laws, ordinances, regulations, and requirements and follow applicable guidance. National Environmental Policy Act. An Award of federal assistance requires the full compliance with applicable environmental laws, regulations, and requirements. Accordingly, Consultant will: (1) Comply and facilitate compliance with federal laws, regulations, and requirements, including, but not limited to: (a) Federal transit laws, such as 49 U.S.C. § 5323(c)(2), and 23 U.S.C. § 139, (b) The National Environmental Policy Act of 1969 (NEPA), as amended, 42 U.S.C. §§ 4321 *et seq.*, as limited by 42 U.S.C. § 5159, and CEQ’s implementing regulations 40 C.F.R. part 1500 – 1508, (c) Joint FHWA and FTA regulations, “Environmental Impact and Related Procedures,” 23 C.F.R. part 771 and 49 C.F.R. part 622, (d) Executive Order No. 11514, as amended, “Protection and Enhancement of Environmental Quality,” March 5, 1970, 42 U.S.C. § 4321 note, and (e) Other federal environmental protection laws, regulations, and requirements applicable to this Agreement.

(2) Follow the federal guidance identified herein to the extent that the guidance is consistent with applicable authorizing legislation: (a) Joint FHWA and FTA final guidance, “Interim Guidance on MAP-21 Section 1319, Accelerated Decision-making in Environmental Reviews,” January 14, 2013, Joint FHWA and FTA final guidance, “SAFETEA-LU Environmental Review Process (Pub. L. 109-59),” 71 *Fed. Reg.* 66576, November 15, 2006, and (c) Other federal environmental guidance applicable to this Agreement

c. Environmental Justice. Consultant agrees to promote environmental justice by following: (1) Executive Order No. 12898, “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” February 11, 1994, 42 U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, (2) U.S. DOT Order 5610.2, “Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations,” 62 *Fed. Reg.* 18377, April 15, 1997, and (3) The most recent edition of FTA Circular 4703.1, “Environmental Justice Policy Guidance for Federal Transit Administration Recipients,” August 15, 2012, to the extent consistent with applicable federal laws, regulations, requirements, and guidance.

d. Other Environmental Federal Laws. Consultant agrees to comply or facilitate compliance with all applicable federal laws, regulations, and requirements, and will follow applicable guidance, including, but not limited to, the Clean Air Act, Clean Water Act, Wild and Scenic Rivers Act of 1968, Coastal Zone Management Act of 1972, the Endangered Species Act of 1973, Magnuson Stevens Fishery Conservation and Management Act, Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, Executive Order No. 11990 relating to "Protection of Wetlands," and Executive Order Nos. 11988 and 13690 relating to "Floodplain Management."

e. Use of Certain Public Lands. Consultants must comply with U.S. DOT laws, specifically 49 U.S.C. § 303 (often referred to as "section 4(f)"), and joint FHWA and FTA regulations, "Parks, Recreation Areas, Wildlife and Waterfowl Refuges, and Historic Sites," 23 C.F.R. part 774, and referenced in 49 C.F.R. part 622.

f. Historic Preservation. Consultants must: (1) Comply with U.S. DOT laws, including 49 U.S.C. § 303 (often referred to as "section 4(f)"), which requires certain findings be made before an Award may be undertaken if it involves the use of any land from a historic site that is on or eligible for inclusion on the National Register of Historic Places. (2) Encourage compliance with the federal historic and archaeological preservation requirements of section 106 of the National Historic Preservation Act, as amended, 54 U.S.C. § 306108. (3) Comply with the Archeological and Historic Preservation Act of 1974, as amended, 54 U.S.C. § 312501 *et seq.* (4) Comply with U.S. Advisory Council on Historic Preservation regulations, "Protection of Historic Properties," 36 C.F.R. part 800. (5) Comply with federal requirements and follow federal guidance to avoid or mitigate adverse effects on historic properties.

g. Indian Sacred Sites. Consultants must facilitate compliance with federal efforts to promote the preservation of places and objects of religious importance to American Indians, Eskimos, Aleuts, and Native Hawaiians, and facilitate compliance with the American Indian Religious Freedom Act, 42 U.S.C. § 1996, and Executive Order No. 13007, "Indian Sacred Sites," May 24, 1996, 42 U.S.C. § 3161 note.

26. Charter Service – Prohibitions. Consultant agrees that it will not engage in charter service, except as permitted under federal transit laws, specifically 49 U.S.C. § 5323(d), (g), and (r), FTA regulations, "Charter Service," 49 C.F.R. part 604, any other Federal Charter Service regulations, federal requirements, or federal guidance.

b. Exceptions. Apart from exceptions to the Charter Service restrictions in FTA's Charter Service regulations, FTA has established the following additional exceptions to those restrictions: (1) FTA's Charter Service restrictions do not apply to equipment or facilities supported with federal assistance appropriated or made available for 49 U.S.C. § 5307 to support a Job Access and Reverse Commute (JARC)-type Project or related activities that would have been eligible for assistance under repealed 49 U.S.C. § 5316 in effect in Fiscal Year 2012 or a previous fiscal year, provided that the Recipient uses that federal assistance for FTA program purposes only, and (2) FTA's Charter Service restrictions do not apply to equipment or facilities supported with the federal assistance appropriated or made available for 49 U.S.C. § 5310 to support a New Freedom-type Project or related activities that would have been eligible for federal assistance under repealed 49 U.S.C. § 5317 in effect in Fiscal Year 2012 or a previous fiscal year, provided the Recipient uses that federal assistance for program purposes only. c. Violations. If Consultant engages in a pattern of violations of FTA's Charter Service regulations, FTA may require corrective measures and remedies, including withholding an amount of federal assistance as provided in FTA's Charter Service regulations, 49 C.F.R. part 604, appendix D, or barring it or the Third Party Participant from receiving federal assistance provided in 49 U.S.C. chapter 53, 23 U.S.C. § 133, or 23 U.S.C. § 142.

26. Davis-Bacon Act: This provision is applicable to the construction phase of the PROJECT. The Contractor selected will be required to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141-3148). 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. The COUNTY will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document for the construction phase. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

27. Buy America: FTA's "Buy America" law and regulations published at 49 CFR Part 661 apply to projects that involve the purchase of more than \$100,000 of iron, steel, manufactured goods, or rolling stock to be used in the PROJECT. The COUNTY will include the Buy America provisions and required certification in the solicitation document for the construction phase.

**ATTACHMENT B
TITLE VI**

During the performance of this contract, the Consultant agrees as follows:

- (1.) **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.
- (2.) **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3.) **Solicitations for Subconsultants, including Procurements of Materials and Equipment:** In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials or leases of equipment; each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.
- (4.) **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information the Consultant shall so certify to the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5.) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the *Florida Department of Transportation* shall impose such contract sanctions as it or the *Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may determine to be appropriate, including, but not limited to:
 - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
 - b. cancellation, termination or suspension of the contract, in whole or in part.
- (6.) **Incorporation of Provisions:** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the *Florida Department of Transportation, the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a sub-Consultant or supplier as a result of such direction, the Consultant may request the *Florida Department of Transportation* to enter into such litigation to protect the interests of the *Florida Department of Transportation*, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States

ATTACHMENT C

TITLE VI/ NONDISCRIMINATION POLICY STATEMENT

The Cardno, Inc., (Name of Consultant) assures the Federal Transit Administration and Forward Pinellas that no person shall on the basis of race, color, national origin, sex, age, disability, family or religious status, as provided by Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992 (collectively referred to as the "Acts") be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity.

The Cardno, Inc., (Name of Consultant) further agrees to the following responsibilities with respect to its programs and activities:

1. Designate a Title VI Liaison that has a responsible position within the organization and access to the Consultant's Chief Executive Officer.
2. Issue a policy statement signed by the Chief Executive Officer, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Consultant's organization and to the general public. Such information shall be published where appropriate in languages other than English.
3. Insert the clauses of *Attachment B* of this agreement in every contract subject to the Acts and associated regulations
4. Develop a complaint process and attempt to resolve complaints of discrimination. Complaints against the Consultant shall immediately be forwarded to the FDOT District Title VI Coordinator.
5. Participate in training offered on Title VI and other nondiscrimination requirements.
6. If reviewed by USDOT, take affirmative action to correct any deficiencies found within a reasonable time period, not to exceed ninety (90) calendar days.
7. Have a process to collect racial and ethnic data on persons impacted by your firm's programs.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal funds, grants, loans, contracts, properties, discounts or other federal financial assistance under all programs and activities and is binding. The person whose signature appears below is authorized to sign this assurance on behalf of the Consultant.

Dated 15 APR 2019

By



Print Name:

Douglas Stoker

Title

Assistant Vice President

UNIFORM REPORT OF DBE COMMITMENTS/AWARDS AND PAYMENTS

Please refer to the instruction sheet for directions on filling out this form

1 Submitted to (check only one)	<input type="checkbox"/> FHWA	<input type="checkbox"/> FAA	<input type="checkbox"/> FTA - Recipient ID Number:
2 AIP Numbers (FAA Recipients); Grant Number (FTA Recipients):			
3 Federal Fiscal year in which reporting period falls	4. Date This Report Submitted:		
5 Reporting Period	<input type="checkbox"/> Report due June 10 (for period Oct 1-Mar 31)	<input checked="" type="checkbox"/> Report due Dec 1 (for period April 1-Sep 30)	<input type="checkbox"/> FAA annual report due Dec 1
6 Name and address of Recipient:			
7 Annual DBE Goal(s):	Race Conscious Projection:	Race Neutral Projection:	OVERALL Goal: 3.9% for FY17-FY19

Awards/Commitments this Reporting Period

	A	B	C	D	E	F	G	H	I
A	AWARDS/COMMITMENTS MADE DURING THIS REPORTING PERIOD (Total contracts and subcontracts committed during this reporting period)								
	Total Dollars	Total Number	Total to DBEs (dollars)	Total to DBEs (number)	Total to DBEs/Race Conscious (dollars)	Total to DBEs/Race Conscious (number)	Total to DBEs/Race Neutral (dollars)	Total to DBEs/Race Neutral (number)	Percentage of total dollars to DBEs
8 Prime contracts awarded this period	\$ -	0	\$ -	0	\$ -	0	\$ -	0	#DIV/0!
9 Subcontracts awarded/committed this period	\$ -	0	\$ -	0	\$ -	0	\$ -	0	#DIV/0!
10 TOTAL	\$ -	0	\$ -	0	\$ -	0	\$ -	0	#DIV/0!

	BREAKDOWN BY ETHNICITY & GENDER					
B	A	B	C	D	E	F
	Total to DBE (dollar amount)			Total to DBE (number)		
	Women	Men	Total	Women	Men	Total
11 Black American	\$ -	\$ -	\$ -	0	0	0
12 Hispanic American	\$ -	\$ -	\$ -	0	0	0
13 Native American	\$ -	\$ -	\$ -	0	0	0
14 Asian-Pacific American	\$ -	\$ -	\$ -	0	0	0
15 Subcontinent Asian Americans	\$ -	\$ -	\$ -	0	0	0
16 Non-Minority	\$ -	\$ -	\$ -	0	0	0
17 TOTAL	\$ -	\$ -	\$ -	0	0	0

Payments Made this Period

	A	B	C	D	E	F
C	PAYMENTS ON ONGOING CONTRACTS					
	Total Number of Contracts	Total Dollars Paid	Total Number of Contracts with DBEs	Total Payments to DBE firms	Total Number of DBE firms Paid	Percent to DBEs
18 Prime and subcontracts currently in progress	0	\$ -	0	\$ -	0	#DIV/0!

	A	B	C	D	E
D	TOTAL PAYMENTS ON CONTRACTS COMPLETED THIS REPORTING PERIOD				
	Number of Contracts Completed	Total Dollar Value of Contracts Completed	DBE Participation Needed to Meet Goal (Dollars)	Total DBE Participation (Dollars)	Percent to DBEs
19 Race Conscious	0	\$ -	\$ -	\$ -	#DIV/0!
20 Race Neutral	0	\$ -	\$ -	\$ -	#DIV/0!
21 Totals	0	\$ -	\$ -	\$ -	#DIV/0!

22 Submitted by:	23. Signature:	24. Phone Number:
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SCOPE OF SERVICES

CONTRACT NO. 178-0370-NC

Environmental and Design Services for

Fort De Soto Bay Pier and Dock Replacement

County PID: 000929A

Prepared for:

**Pinellas County Public Works
22211 US Highway 19 North
Clearwater, FL 33765**

Prepared by:



**380 Park Place Blvd. Suite 300
Clearwater, FL 33759**

March 4 2019

SCOPE OF SERVICES
ENGINEERING CONSULTING SERVICES
Fort De Soto Bay Pier/Dock Replacement

I. PROJECT TITLE	1
II. OBJECTIVE.....	1
III. PROJECT DESCRIPTION:.....	1
IV. SCOPE OF WORK:	1
Task 1: GENERAL TASKS	1
Quality Control Plan	1
Design Criteria Memorandum	2
Specifications Package Preparation	2
Bidability and Constructability Review	2
Coordination, Meetings & Field Reviews.....	2
Task 2: ENVIRONMENTAL & PERMITTING	3
Permits and Environmental Assessment	3
Port Tampa Bay (PTB) and Hillsborough Environmental Protection Commission Standard Work Permitting Assistance	7
Meetings	10
Coordination	10
Task 3: DESIGN SERVICES.....	10
Design Concept.....	11
Design Phases	11
Coordination	12
Task 4: UTILITY COORDINATION.....	12
Task 5: PLANS PREPARATION.....	13
Task 6: GEOTECHNICAL SERVICES	14
Munitions and Explosives of Concern (MEC).....	14
Task 7: OPTIONAL SERVICES (NOT TO EXCEED)	14
Environmental Assessment.....	14
Prepare Finding of No Significant Impact (FONSI)	16
Post Design Services.....	17
V. COMPENSATION	17
VI. DELIVERABLES	17
VII. SCHEDULE	18

SCOPE OF SERVICES FOR ENGINEERING CONSULTING SERVICES

This Exhibit forms an integral part of the agreement between Pinellas County (hereinafter referred to as the COUNTY) and Cardno, Inc. (hereinafter referred to as the CONSULTANT) relative to the park facility described as follows:

I. PROJECT TITLE

Professional Engineering Services for the Fort De Soto Bay Pier/Dock Replacement (hereinafter referred to as the PROJECT).

II. OBJECTIVE

The overall objective of the project includes environmental approval of and preparation of construction documents for the replacement of the Bay Pier and boat dock facility in Fort De Soto.

III. PROJECT DESCRIPTION:

The Fort De Soto Bay Pier and Dock was originally built in 1960 and reconstructed 1984. As a result of excessive deterioration, the current structure has served its useful life and requires replacement. The Federal Transit Administration has awarded a grant for the design of the new pier/dock. This grant requires that the project meet all requirements of the National Environmental Policy Act.

The structure serves as a docking point for multiple agencies and users including Tampa Bay Marine Pilots, U.S. Fish and Wildlife Service, and Florida Department of Environmental Protection. It is expected that the new pier/dock will resemble the existing structure, utilize materials with a greater ability to withstand the aggressive environment (a minimum 50 year life is desired), and incorporate the needs for all dock users and meet requirements of the Americans with Disabilities Act. The current programmed construction budget is \$3,700,000.

IV. SCOPE OF WORK:

The CONSULTANT shall provide environmental services necessary to meet National Environmental Policy Act requirements for the removal and replacement of the Bay Pier and boat dock facility. The CONSULTANT shall also provide all professional services necessary to design; prepare plans; develop construction specifications; and provide engineering services for the proposed improvements. These improvements shall be designed in accordance with Pinellas County Standards, the Americans with Disabilities Act, Florida Building Code, and other codes, standards, specifications, and requirements applicable to this type structure. Plans shall be prepared in accordance with the COUNTY'S CADD Standards Manual for Survey and Civil Engineering (2018).

Design services under this scope include the following:

TASK 1: GENERAL TASKS

Quality Control Plan

The CONSULTANT shall provide a project specific quality control plan detailing their quality control process and staff performing the work.

Design Criteria Memorandum

The CONSULTANT shall provide a listing of the design criteria and standard values to be utilized for the design development, as well as the source reference documents from which the criteria and standard values are derived and shall be submitted to the COUNTY Project Manager prior to the CONSULTANT beginning project design tasks.

Alternatives Analysis Study

The CONSULTANT shall undertake the preparation of a study to identify and quantify alternative pier configurations including pier elevations and ADA compliant ramps, ferry berth/dock location and configuration, lighting alternatives, railing alternatives, and pilot boat docking configurations. Preliminary cost estimates shall be developed to better guide the COUNTY to the selection of the most appropriate alternative. Preliminary pile/substructure designs will be performed for the alternatives investigated as the height of the pier has significant bearing on the wave forces that must be resisted by the structure and the resultant cost.

Specifications Package Preparation

The CONSULTANT shall assist the COUNTY in the preparation of a complete specification package. The CONSULTANT shall provide all applicable Technical Special Provisions or pay item notes and identify all supplemental specifications required for all items and areas of work.

Bidability and Constructability Review

The CONSULTANT shall provide bidability and constructability reviews as follows:

- Perform a constructability review as part of the 60% and 90% plans review.
- Perform a bidability review as part of the 90% plans review.

Coordination, Meetings & Field Reviews

The CONSULTANT shall coordinate with all stakeholders and other governmental agencies. The anticipated field reviews and meetings include the following:

- Field Reviews: The CONSULTANT shall conduct one field review prior to the 60% plans submittal.
- Coordination Meetings: The CONSULTANT shall attend six meetings with stakeholders and other agencies.
- Technical Meetings: The CONSULTANT shall attend a technical meeting prior the 60% plan submittal; prior to the 90% plan submittal; and one prior to the Final plan submittal.
- Utility Coordination Meetings: The CONSULTANT shall attend two utility coordination meetings to be held within eighteen calendar days of the 60% and 90% design review submittals along with one field meeting.
- Plans-in-hand Field Review: The CONSULTANT and the COUNTY shall meet at the project site after the 60% comments have been addressed. This field review is intended to ensure that all project issues and impacts are considered in the construction plans.
- Pinellas County Building Department Review: The CONSULTANT shall attend two meetings with the Building Department in pursuit of conditional approval prior to bid.

TASK 2: ENVIRONMENTAL & PERMITTING

The proposed PROJECT may result in impacts to Federal and State regulated waters and wetlands, including submerged vegetation within the footprint of the PROJECT. The PROJECT may also present adverse conditions on Federal and State protected wildlife species.

The CONSULTANT shall coordinate with Federal, State, and Local regulatory agencies to identify the types of permits required for the PROJECT and determine agency concerns with regards to protected wildlife species.

Impacts to jurisdictional wetlands will be determined by review agency requirements. The CONSULTANT shall provide mitigation designs, as required, on site as part of this project.

The CONSULTANT shall conduct an environmental analysis to identify endangered or threatened species, species of special concern, and the presence or absence of submerged aquatic vegetation, within the proposed project limits.

The CONSULTANT shall prepare permit applications, technical data and supporting documentation for all state and federal permits to be submitted by the COUNTY. The anticipated permitting agencies are USACE, FDEP, and Tampa Port Authority. Coordination with other agencies may be necessary in order to obtain these permits.

Permits and Environmental Assessment

The CONSULTANT shall establish the landward extent of state and federal jurisdictional wetlands.

Environmental Review of Preliminary Project Design

Based upon a review of existing data and reports, The CONSULTANT shall prepare a list of data and information needs. The CONSULTANT shall provide supporting input for avoidance and minimization of any environmental features. The CONSULTANT shall prepare preliminary design criteria that adheres to environmental and natural resources for consideration of design features such as deck spacing or shading elements with respect to the potential presence of seagrass or benthic resources and lighting design in accordance with sea turtle lighting guidelines.

A due diligence review shall be performed on the environmental, natural, and cultural resources in and around the project site for consideration during the preliminary design phase and to conduct the planning and develop an understanding and schedule for the necessary environmental/natural resource surveys.

The summary report shall assess the availability of ecological and cultural resources data including, but not limited to, terrestrial and marine resources, threatened and endangered species, historic use of the island, and known archeological sites.

The CONSULTANT shall prepare a preliminary draft and final summary report of initial environmental, natural, and cultural resources for consideration during the initial design phase.

Federal Transit Administration NEPA Coordination

The goal of this task is to determine the National Environmental Policy Act (NEPA) Class of Action documentation necessary and participate in a coordination discussion and meeting with the COUNTY and the Federal Transit Administration (FTA) project manager. The CONSULTANT shall assist with assembling information identified on the FTA NEPA Review Forms such as, but not limited to Information Required to Initiate NEPA for Facility Projects and FTA Region IV Forms such as the Grantee Historic Preservation/Section 106 Consultation Worksheet for FTA

Projects. The CONSULTANT shall prepare the following:

- The Project Purpose and Need,
- Summary of prior planning work,
- Updates to the project definition including project location and footprint, and
- Necessary environmental documentation (i.e., natural and human environment).
- Necessary environmental documentation for a collective project review of significance of any potential environmental impacts.
- A draft of the necessary information to initiate FTA's review and consideration for the level of NEPA Class of Action,
-
- Provide the COUNTY with a final package of information necessary to submit to the FTA to initiate the NEPA review of the project, and
- Attend up to two meetings to review the necessary environmental documentation and determination of the NEPA Class of Action.

NEPA Documentation

NEPA has established compliance measures and necessary documentation that must be fulfilled. NEPA establishes environmental protection as a priority and mandates the consideration and evaluation of environmental impacts prior to a project being executed or constructed. Since this project is receiving grant funds through the FTA, the project is subject to compliance with the NEPA process and appropriate documentation. The process for complying with NEPA and federal surface transportation statutes is defined in the joint Federal Highway Administration/Federal Transit Administration (FTA) Environmental Impact and Related Procedures (23 C.F.R 771). The Council on Environmental Quality (CEQ) regulations (40 CFR parts 1500-1508) implementing NEPA, establish procedures for evaluating and documenting less-than-significant levels of environmental impact. All transit projects receiving FTA funds are considered major federal actions and are therefore subject to requirements under NEPA. The CONSULTANT shall prepare the appropriate documentation as deemed necessary in accordance with the FTA's NEPA Class of Action.

Categorical Exclusion

If the project qualifies as a Documented Categorical Exclusion (DCE) under NEPA, and the project will result in a Finding of No Significant Impact (FONSI), The CONSULTANT shall prepare, for the COUNTY, an FTA Documented Categorical Exclusion (DCE) Worksheet form and attachments, as well as a transmittal letter recommending a NEPA finding. The CONSULTANT shall assist the COUNTY with submittal to the Region IV FTA office. Following FTA approval of the DCE, The CONSULTANT shall prepare a draft FONSI for FTA.

- The CONSULTANT shall submit draft copies of the DCE to the COUNTY for review and comment. Following review, The CONSULTANT shall prepare final copies of the documents for the County to submit to the FTA.
- The CONSULTANT shall prepare a final version of the DCE and provide it to the COUNTY for their submittal to the FTA,
- The CONSULTANT shall prepare a draft and final version of the FONSI,
- The CONSULTANT shall attend up to six agency meetings relating to the environmental documents, and
- Up to five copies of the environmental documents shall be submitted to the agencies (typically only one is required, but additional copies up to 5 copies will be available upon

request).

Preparation of Regulatory Permitting Applications

This task shall include a pre-application meeting with the agencies in order to introduce the project and to identify any environmental issues that may be present early in the review process and to obtain agency feedback and comments before application submittal; for agency staff to make timely, well-informed decisions; and keep the review and approval process moving forward. The regulatory permitting pre-application coordination will be coupled as best as possible with FTA early coordination meetings to facilitate all regulating agency comments during the beginning planning stages of the project. The permit application package will need to describe how the applicant has provided avoidance and minimization of environmental impacts to the greatest extent practicable. All agencies will evaluate the project activities for unacceptable direct, secondary and cumulative impacts to natural and water resources. If in the event that environmental impact cannot be avoided, the regulatory agencies will require mitigation efforts to off-set the loss from environmental impacts.

The following key items will need to be addressed in the permitting process:

- Avoidance and minimization to benthic biological resources,
- Wetland vegetation,
- Protection of any threatened and endangered species,
- A demonstration that the project will not degrade water quality,
- Sediment contamination,
- Spoil handling and disposal,
- Setbacks and navigational issues,
- Historical compliance issues, and
- Public health, safety, and welfare concerns.

At a minimum, 30% design of project drawings associated with the permit application submittals shall include, but not be limited to:

- a) Site Map and Location Map;
- b) Existing Conditions;
- c) Overall Permit Activities Drawing;
- d) Map or drawing of the Environmental Sampling/Survey Locations;
- e) Plan View;
- f) Cross-Sections;
- g) Proposed project plotted within the limits of the existing TIITF Deed boundary
- h) Other information as identified.

Florida Department of Environmental Protection Environmental (FDEP) Resource Permitting Assistance

The CONSULTANT shall coordinate with FDEP to determine the appropriate office of authority for permit issuance as either the local office or the Coastal Construction Control Line Program due to the Fort DeSoto Bay Pier location being situated waterward of the coastal construction control line (CCCL) and based on the CONSULTANT's knowledge of a prior issued CCCL permit for past work at the pier. The CONSULTANT shall attend a pre-application meeting with representatives of the FDEP to discuss the project and its environmental issues. The meeting will assist in identifying important issues that might become impediments in the permitting process and therefore, can be specifically addressed in the permit application submittals.

- The CONSULTANT shall schedule and attend one (1) field meeting with representatives of the FDEP to review the wetland line, condition of wetlands proposed to be impacted, and submerged aquatic habitats (SAH) of concern.
- The CONSULTANT shall prepare drawings showing the proposed total plan of development, the proposed wetland impacts and any wetland impact or submerged aquatic habitat compensation plan that may be required.
- The CONSULTANT shall prepare wetland and assessments and supporting environmental narrative for the project for the ERP construction permit application to be submitted by the COUNTY. This narrative shall include assessments of the upland, wetland habitats including any potential wetland impact areas and/or any submerged aquatic habitat impacts.
- The CONSULTANT shall respond to a maximum of two (2) requests for additional information from the FDEP regarding the ERP application.

US Army Corps of Engineers Individual Permitting Assistance

The CONSULTANT shall prepare an Approved Jurisdictional Determination Form and supporting documentation, including U.S. Army Corps of Engineers (ACOE) Wetland Delineation Datasheets for each wetland and jurisdictional Other Surface Water on the project.

The CONSULTANT shall prepare drawings of proposed wetland and/or submerged aquatic habitat impacts include them with the permit application.

Wetland and/or submerged aquatic supporting environmental narrative shall be prepared by the CONSULTANT. This narrative shall include a synopsis of the permitting history and compliance of the project to date, assessments of the upland and wetland habitats, wetland impact areas, and a thorough discussion of the proposed wetland compensation measures to be accomplished through build out of the project. An Alternatives Analysis and discussion of project consistency with the ACOE's 2008 Compensatory Mitigation Rule shall also be provided.

A wetland functional assessment shall be prepared on each wetland proposed to be impacted by utilizing baseline data and the Unified Mitigation Assessment Method (UMAM).

The CONSULTANT shall prepare and submit to the ACOE a draft Public Notice to assist ACOE staff in the timely publishing of the Public Notice. A list of property owners bordering the subject site shall be prepared and provided to the ACOE on mailing labels to facilitate distribution of the Public Notice.

The CONSULTANT shall respond, verbally or in writing, to two (2) Requests for Additional Information (RAI). The RAIs may be received via telephone, email, or written correspondence.

Port Tampa Bay (PTB) and Hillsborough Environmental Protection Commission Standard Work Permitting Assistance

The CONSULTANT shall coordinate with the project team in the preparation of a Standard Work Permit Application package for submission to PTB. This package shall contain permit drawings and components of the ACOE/FDEP environmental narrative report but shall be sufficiently customized to address PTB requirements.

The CONSULTANT shall prepare drawings showing the proposed replacement structure and the proposed wetland/surface waters impacts.

The CONSULTANT shall respond to two (2) sufficiency responses from the PTB review of the application.

PTB will submit the permit application to the EPC, FWC, and the Planning Commission for review. The CONSULTANT shall coordinate these submittals and respond to up to two (2) sufficiency responses from each regarding their review of the permit application.

As a part of the SWP review, the application will be presented in a Planning Commission Board meeting and in both a PTB public hearing and a PTB Board meeting. The CONSULTANT shall attend and represent the COUNTY in these three meetings in support of the permit application.

Environmental, Natural, and Cultural Resources Surveys Required for Permitting

The CONSULTANT shall perform the following surveys in support of permitting requirements.

Wetland Delineation

The CONSULTANT shall delineate the landward extent of wetlands and surface waters per the wetland delineation methodology provided in chapter 62-340 FAC. This boundary will be approved either through a stand-alone Formal Wetland Determination or as part of the Environmental Resource Permit (ERP) review process.

The CONSULTANT shall prepare a sketch of the field approved wetland boundary flag locations and transmit the sketch to the project surveyor.

The CONSULTANT shall review the draft survey for consistency with the field delineation and provide comments as necessary.

Listed Species Evaluation

Prior to field visits the CONSULTANT shall conduct a comprehensive desk top review to determine potential threatened and/or listed species that may be encountered onsite. During field work within the project, the CONSULTANT shall be vigilant for all state and federally listed plant and wildlife species, including nesting shorebirds. Any observations of listed species and their apparent use of the project site will be noted and their location recorded. Information collected as a part of this task shall be summarized and incorporated into the agency permit applications.

The CONSULTANT shall also provide both a desktop review of documented Sea Turtle nesting areas along with field verification of any nesting areas located within the project area. Information collected shall also be included within agency applications.

Concurrent with the wetland delineation, the CONSULTANT shall census a minimum of 20% of the uplands on the project site in accordance with Florida Fish and Wildlife Conservation Commission (FWC) Gopher Tortoise Permitting Guidelines to confirm the

distribution and abundance of gopher tortoise burrows. If gopher tortoises are present, preparation of a FWC gopher tortoise relocation permit application will be required and will be prepared pursuant to an amendment to this agreement or a separate Authorizing Addendum prior to initiation of construction activities.

Aquatic Resource Survey

A systematic field survey using perpendicular shoreline transects and quadrats will be used to qualitatively document the presence / absence, relative cover and abundance of submerged aquatic resources including; benthic habitat, considered essential fish habitat (EFH), seagrass, macroalgae, and fish. Transects will be stationed from the shoreline out to varying distances waterward of the existing and proposed pier locations. If the aerial evaluation and interpretation reveals unexpected areas of heavy resources rather than sand bottom then adjustments to the survey methodology will be made to increase the transect intervals and frequency of quadrats to adequately describe and document existing submerged aquatic habitats. The field survey shall include the following:

- Seagrasses and other submerged aquatic vegetation,
- Emergent vegetation (mangroves),
- Native shoreline (riparian) vegetation,
- Oyster beds,
- Man-made materials serving as aquatic habitat (e.g., rip-rap, concrete pilings, etc.),
- Listed wildlife, including manatees, dolphins, and selected shorebirds, and
- Non-listed fish and wildlife which appear to be common or abundant in the project area.]

All survey transects will include the location and abundance of resources like those listed above. The field survey will record resource locations using sub-meter GPS and an underwater camera to document habitat types and where possible, the general condition or apparent health of the organisms will be noted.

Upon completion of field data collection effort, The CONSULTANT shall prepare a brief report presenting the findings of the evaluation to be used in support of the permitting effort for the proposed dock construction and any other related activity. The report will include one or more maps of the project area indicating the location and extent of identified resources. The report will discuss the types of resources located and, their general ecological condition and include representative photos of each habitat type encountered. The report shall also provide a summary of observations of wildlife at the site.

Cultural Resources Survey and Marine Archaeological Survey

The CONSULTANT shall perform a cultural resource assessment survey as recommended by the DHR in accordance with Florida Chapter 1A-46 Florida Administrative Code Guidelines, the National Historic Preservation Act of 1966 (PL 89-665), as amended, and the Archaeological and Historic Preservation Act of 1974 (PL 93-291) as amended. All work shall be performed under the direction of a RPA-registered professional archaeologist. In addition, all work shall meet the guidelines set forth in the Historic Preservation Compliance Review Program of the Florida Department of State, Division of Historical Resources.

Terrestrial archaeological survey methodology will utilize systematic shovel testing across the entire project area where it is possible to dig on a 25-m grid. Previous surveys nearby

the property have encountered several archaeological sites, and there is at least a moderate probability that one or more could be encountered on the property. Shovel tests will measure 50 cm diameter and will be dug to the depth of one meter. All soil will be screened through ¼" hardware cloth and all material recovered will be stabilized and analyzed at the CONSULTANT'S laboratory facilities. Historic survey methodology will include photo-documentation of all standing structures 50 years or older in age within the project area. This will be augmented by historic document research and owner interview if possible.

Following completion of the survey, a final report shall be completed and used in support of the permitting effort for the proposed dock construction and any other related activity. The terrestrial archaeological report shall include one or more maps of the project area indicating the location and extent of identified cultural resources. The report shall discuss the types of resources located and assess their eligibility for inclusion on the National Register of Historic Places (NRHP). If authorized/desired, The CONSULTANT shall provide the report to the Florida State Historic Preservation Officer (SHPO) and solicit their approval.

Archaeological diver investigations will be necessary around the areas of proposed dock construction, visually inspecting the seafloor and surrounding area to record any potential underwater sites or shipwrecks.

The CONSULTANT shall maintain detailed dive logs during the investigation that will additionally include the archaeological information obtained during each dive. Following underwater delineation of any exposed and buried components of a site, the CONSULTANT shall either buoy the site perimeter and major components in order to collect topside differentially-corrected GPS positional coordinates or deploy a stadia rod and prism for documentation from a shore-based total station. The CONSULTANT shall consult with the Underwater Archaeology Supervisor following site investigation to discuss the findings and determine the best course forward for construction.

Following completion of the survey, a final report shall be completed to be used in support of the permitting effort for the proposed dock construction and any other related activity. The marine archaeological report shall include one or more maps of the project area indicating the location and extent of identified cultural resources. The report shall discuss the types of resources located and assess their eligibility for inclusion on the National Register of Historic Places (NRHP). If authorized/desired, the CONSULTANT shall provide the report to the Florida State Historic Preservation Officer (SHPO) and solicit their approval. The CONSULTANT shall submit completed permit applications to the COUNTY for review and signature after receiving and incorporating comments from the 60% design QC review, unless agreed upon otherwise by the COUNTY.

All permit fees shall be paid for by the COUNTY. The CONSULTANT shall obtain all permits necessary for this project. Permits are anticipated from the US Army Corps of Engineers, Florida Department of Environmental Protection, and Tampa Port Authority.

All submittals to other agencies shall be reviewed and approved by the COUNTY prior to submittal to the agencies. The COUNTY shall be copied on all correspondence and included in all communications with the agencies. The CONSULTANT shall notify the COUNTY when pre-application and field meetings are necessary. Pre-application and field meetings will be scheduled by the COUNTY.

Asbestos and Lead Based Paint Survey

The CONSULTANT shall be responsible for performing a comprehensive Asbestos Containing Material (ACM) and Lead Based Paint (LBP) survey of all structures and buildings proposed for demolition. The surveys shall include sampling of all suspect ACM, paint screening for lead based paint, and be reviewed by a Licensed Asbestos Consultant.

Meetings

The CONSULTANT shall contact the COUNTY Permit Coordinator to schedule pre-application meetings with applicable permitting agencies to identify specific permitting requirements for the project.

The CONSULTANT shall attend the pre-application meetings with COUNTY staff and provide a meeting agenda to the COUNTY for review two business days prior to the meeting. The CONSULTANT shall provide written minutes within seven business days of the meeting for COUNTY approval prior to distribution to attendees.

If required, The CONSULTANT shall conduct a field review with COUNTY and permit agencies staff to verify the limits of the surveyed jurisdictional limits and to determine the applicability of permits.

Coordination

The CONSULTANT shall coordinate with the COUNTY Permit Coordinator until all permits are obtained, including attending meetings and teleconferences with permit agencies as necessary to resolve permitting issues.

The CONSULTANT shall prepare responses to all agency requests for additional information (RAI), including completion of design revisions that may be required to secure the required permits, and provide a response package to COUNTY Permit Coordinator.

TASK 3: DESIGN SERVICES

Design services to be provided are to determine the final plan and elevation of the PROJECT. The PROJECT includes replacement of the existing Bay Pier. To limit environmental impacts to the area, the footprint of the new pier is expected to be similar in location and dimension to that of the existing pier. The new pier shall continue to accommodate the same users, Tampa Bay Pilots Association and the Egmont Key Ferry service as well as various agencies having need for access to Fort De Soto. Design of the pier shall be coordinated with the Pinellas County Parks & Conservation Resources Department to ensure the design of the new facility appropriately accommodates their needs. It is anticipated that new fender and moorings will be integral with the pier as opposed to stand alone. The fender system and moorings will be evaluated and detailed during the conceptual development phase of the PROJECT.

Design of the PROJECT shall include specific demolition plans that address any environmental concerns raised by the permitting and regulatory agencies. Hazardous materials, such as asbestos, are anticipated to be encountered in the demolition of the concession/bait house located on the pier. The CONSULTANT shall conduct hazardous materials testing as specified in Task 2 to identify the locations and extent of hazardous material and include appropriate drawings/notes/specifications required for its demolition.

No temporary facilities will be provided to accommodate current users during demolition of the existing pier and construction of the replacement pier. The PROJECT will be constructed in a single phase and will not require staging.

Additional components of the pier shall include lighting that is “turtle friendly” and meets permitting requirements. Post and handrail lighting shall be considered during the design process. The most cost effective and environmental sensitive lighting shall be used for the PROJECT.

Three (3) fish cleaning stations shall be provided at appropriate locations along the pier. The fish cleaning stations shall be ADA compliant. Water service and fixtures shall be provided at each station. Additional hose bibs shall be provided along the pier and at the docking station for the Pilots Association and the Ferry. Potable water and electricity/lighting are the only utilities required on the new pier.

No bait house or other building will be designed as part of the PROJECT.

The PROJECT shall meet requirements of the American’s with Disabilities Act (ADA) and include handicap fishing access (low guardrail areas). ADA compliance may require multilevel platform, floating docks, gangways, etc., however, access from the pier to the actual vessels (brow, ramp, etc.) are not included in this PROJECT. No lower fishing platforms will be provided on the new pier. The elevation of the replacement pier shall be set to generally match the existing pier. It is anticipated that this elevation will require coastal analysis and wave force design.

The design shall include any necessary improvements to the sidewalk connecting to the existing landside shelters in the vicinity of the pier.

Design Concept

The CONSULTANT shall prepare a conceptual design of the PROJECT (approximately 30%) for review by the COUNTY and Tampa Bay Pilots Association. The conceptual design shall include a layout of the PROJECT including trail/sidewalk connections to existing facilities, suggested lighting and fish cleaning station fixtures. The CONSULTANT shall receive approval of the conceptual design from the COUNTY prior to advancing to the 60% design phase.

Design Phases

The CONSULTANT shall provide 60%, 90% and Final phase submittals of plans, reports, and design documents to the COUNTY for review.

The 60% phase submittal shall be a complete plans submittal for the PROJECT including general project plans and general details.

The 90% plans submittal shall be a complete plans submittal for the PROJECT including general project plans and all details. This submittal shall include a complete specifications package.

All design documentation, including design reports, calculations, notes, data, and engineer’s estimate of probable costs shall be provided with each phase submittal.

The COUNTY shall provide all necessary topographic survey, utility survey, and survey of the pier to define plan footprint and location of all structures to be demolished. The COUNTY shall provide a hydrographic survey to produce a bathymetric contour map. Information from both the topographic hydrographic survey shall be used in the design and construction of the new pier. Survey limits shall be coordinated with the CONSULTANT.

Coordination

The CONSULTANT shall coordinate with the Pinellas County Parks & Conservation Resources Department as well as the Tampa Bay Pilots Association, the Egmont Key Ferry service, and the local users to include all stakeholders needs in the design.

The COUNTY shall plan and schedule a public meeting and the CONSULTANT shall prepare exhibits and attend.

TASK 4: UTILITY COORDINATION

Utility Coordination - The COUNTY is responsible for coordinating its design work with public and private Utility Agency/Organizations having existing and/or planned facilities within the limits of the project.

The COUNTY must provide the UAOs project plans and/or Civil 3D files at the 60% and 90% design phases, as drafted by the CONSULTANT. During the 60% complete design phase, the UAOs will be instructed to return a set of plans to the COUNTY showing their utility relocations/adjustments, new facility designs, existing utility facilities to remain and utility facilities to be removed. The COUNTY's and CONSULTANT's utility coordination responsibilities will continue throughout the design process to assist with resolving potential utility conflicts.

Utility Adjustment Plans - The CONSULTANT must prepare utility adjustment sheets as part of the project plan set to show existing public and private utility facilities remain in place, new utility facilities to be constructed and utility facilities to be removed. Utility adjustment plans must be prepared on screened reproducible copies of the plan and profile sheets, cross section sheets, drainage structure sheets and signalization plans, if applicable. The CONSULTANT is to identify all potential utility conflicts or constructability issues (i.e. OSHA clearance issues with equipment relating to overhead power lines) based on the data provided within the Survey, horizontal and vertical field investigations and information provided by the UAOs. The 90% design review submittal must include final utility adjustment plans that reflect the final disposition of all public and private utilities. Any subsequent utility conflicts are to be resolved and all final design revisions complete at the final design submittal.

Utility Coordination Meetings - The CONSULTANT must attend utility coordination meetings to be held after the 60% design submittal and prior to the 90% final design submittal. The meetings will be held an average of 30-45 days after notification to utility agencies. The COUNTY shall be responsible for organizing these meetings. The COUNTY shall prepare formal correspondence issuing project plans and/or Civil 3D files as outlined above. The CONSULTANT shall moderate the meeting and discuss the project design (roadway, sidewalk, drainage, etc.) with particular emphasis on potential utility conflicts and constructability concerns. The CONSULTANT must prepare detailed minutes and distribute to all attendees. Representation at the meeting should consist of internal County stakeholders, Consultant engineering staff and UAO's with facilities located and/or planned within the project limits. (PW Utility Coordinator)

Subsurface utilities within the limits of the existing survey for this project provided by PW Survey and Mapping include designation (Quality Level B) of the existing utilities. If the survey limits are expanded, PW Survey and Mapping will designate/locate the existing subsurface utilities as

part of the survey services. If additional conflict resolution test holes are required during the design phase, services will be provided by Pinellas County (Survey and Mapping).

The CONSULTANT must coordinate with the COUNTY and UAOs to determine areas of apparent conflict or constructability concerns and request Subsurface Utility Engineering activities (Conflict Resolution) to confirm whether or not a conflict exists and to what degree. A conflict matrix itemizing utility conflicts by company must be prepared by the CONSULTANT and submitted to the COUNTY. The COUNTY must distribute to necessary UAOs.

Final agreements with Utilities (Final Plans) - The COUNTY shall transmit the necessary legal drafts and documents to each UAO as required.

Review and Acceptance – The CONSULTANT shall be responsible for making all necessary reviews and acceptance of utility related materials including but not limited to, Utility Right of Way Permitting, Joint Project Agreement Plans and technical specifications.

CONSULTANT shall be responsible for completing all utility negotiations through the provision of a utility conflict matrix and acquisition of utility work schedules from each UAO.

TASK 5: PLANS PREPARATION

The CONSULTANT shall prepare all required construction plans within the project limits. These plans shall be in accordance with the COUNTY'S CADD Standards Manual for Survey and Civil Engineering (2018) and supplemented with the FDOT Design Manual and shall include the following:

- a. Key Sheet
- b. General Notes/Pay Item Notes
- c. Project Layout
- d. Pier Plan Sheets (1"=40' scale)
- e. Pier Profile Sheets (1"=40' scale)
- f. Pier Details (1"=20' scale, or as needed)
 - a. Foundation Layout
 - b. Cap Details
 - c. Slab Details
 - d. Railing Details
- g. Cross Sections
- h. Stormwater Pollution Prevention Plan
- i. Erosion Control Sheets (include turbidity features as necessary)
- j. Utility Verification Sheet (SUE Data)
- k. Utility Adjustment Sheets (1"=40' scale)
- l. Demolition Plan Sheets

- m. Soil Survey Sheet
- n. Site Plan (sidewalks, grading, etc.)
- o. Retaining Walls

TASK 6: GEOTECHNICAL SERVICES

The CONSULTANT'S geotechnical services shall support the design of proposed improvements and shall consist of the following:

- Perform a site reconnaissance.
- Perform Standard Penetration test (SPT) borings to a depth of 60 feet below mud line at relatively equal intervals along the pier. A total of 8 borings is anticipated.
- Prepare a geotechnical report that summarizes the services are provided and geotechnical engineering evaluations and recommendations to support the plan development. The report will include pile capacity versus elevation estimates along with FB Multiplier parameters to be used by the structural engineer to evaluate lateral resistance minimum pile tip elevations.

Munitions and Explosives of Concern (MEC)

Before becoming a Pinellas County Park, Ft. De Soto served as the Mullet Key Bombing and Gunnery Range. The PROJECT falls within Range Complex No. 1 where munitions devices have been discovered as recently as 2007. The CONSULTANT shall undertake field efforts to identify underground anomalies in the locations of the proposed geotechnical borings and adjust boring locations as appropriate.

TASK 7: OPTIONAL SERVICES (NOT TO EXCEED)

Environmental Assessment

An Environmental Assessment (EA) is a concise document that is prepared for an action where the significance of the social, economic, and environmental impacts are not clearly established (23 CFR 771.115(c), 40 CFR 1508.9). In the event that an EA is determined to be necessary for this project, The CONSULTANT shall focus the EA on environmental resources with impacts that may be significant or that could be a discerning factor in alternative selection. The approach to develop an EA will result in a much shorter and more focused document than an EIS. Public scoping may not be necessary during the EA process if significant environmental impacts do not occur. The CONSULTANT shall coordinate closely with Pinellas County and the FTA to determine the need for scoping at the time the decision is made for the level of NEPA Class Action. If an EA is selected, depending on the significance of environmental impacts, a simple step may be undertaken to publicly announce the project through newspaper notices, in advertisements, or on the County and FTA's website. The CONSULTANT shall assist with the preparation of public notices or scoping as necessary.

The following sections provide the basis for the work plan and describe the roles, responsibilities and work that will be conducted for the preparation of an EA.

Chapter 1 - Purpose and Need of the Action Alternative

The CONSULTANT shall prepare the project Purpose and Need (Chapter 1), and will integrate the

text into the draft Preliminary EA. The CONSULTANT shall perform a technical review to ensure that Chapter 1 is consistent with CEQ and FTA guidance materials for preparing a Purpose and Need statement. Additional discussion elements will be provided to introduce public involvement and the organization of the EA.

Chapter 2 - Action Alternative and No Action Alternative

The CONSULTANT shall prepare Chapter 2 in coordination with Pinellas County. Chapter 2 shall include an alternatives analysis of potential alternatives for consideration and the No Action alternative. An EA may consider all reasonable alternatives to the proposed action. However, where the expectation may be that no significant impacts will result from the proposed action, the reasonable alternative to consider may consist of only the preferred alternative. The No-Action Alternative will be evaluated to reflect conditions expected to exist if the proposed project did not occur. The discussion will include existing facilities and land uses, as well as projections concerning future growth, and land use changes, and other topics as required.

Chapter 3 - Affected Environment, Environmental Consequences, and Mitigation Measures

The CONSULTANT shall prepare Chapter 3 to describe the affected environment and environmental consequences, including cumulative impacts, and identify mitigation measures for the necessary resource areas. Due diligence documentation and any information obtained from environmental and natural resource surveys will be utilized as the evaluation framework to determine the conclusions of significant or non-significant impacts. Once the impact analyses have been completed, The CONSULTANT shall develop a summary table of impacts to be consistent with resource area sections completed.

The affected environment that may be reviewed consists of, but is not limited to the following

- Land Use and Historic Use
- Hazardous Materials
- Recreation
- Geology and Soils
- Vegetation
- Fish and Wildlife
- Waterways and Water Quality
- Wetlands and Surface Waters
- Visual Quality
- Air Quality
- Socioeconomics and Public Services
- Cultural Resources
- Marine Archaeology
- Noise, Public Health, and Safety

Chapter 4 - Environmental Consultation, Review, and Permit Requirements

The CONSULTANT shall identify and summarize applicable regulations, guidelines, policies, and permitting requirements. Written requirements will be supplemented, as appropriate, with information obtained from conversations with the FTA, Federal, state, county, and other regulatory

authorities, and will be summarized in this section. Any potential issues and compliance measures with statutes and regulations will be identified and discussed.

Chapter 5 – Public Consultation

The CONSULTANT shall develop a list of persons, stakeholder groups, tribes, and agencies consulted during the preparation of the EA. Public workshops, open houses, or public meetings that are conducted throughout the project will be described. All public comments received during the EA public comment period will be summarized with responses and any necessary revisions to the EA and project design will be documented.

Chapters 6, 7, 8 and 9 – Final Chapters

The CONSULTANT shall compile the above previously prepared draft EA sections (Chapters 1-5) as well as prepare the draft cover, Cover Sheet, Table of Contents, List of Preparers (Chapter 6), Glossary and Acronyms (Chapter 7), References (Chapter 8), and Index (Chapter 9) for the compiled EA.

The CONSULTANT shall prepare a draft outline of the EA for review by the COUNTY and will assist with submitting the outline to the FTA for review and comment.

The CONSULTANT shall submit electronic copies of the draft Preliminary EA chapters in outline form with minimal description to the COUNTY for review and comment.

There will only be one round of review and comment by the COUNTY on the draft Preliminary EA. Comments will be consolidated prior to returning to the CONSULTANT for changes or edits.

The CONSULTANT shall prepare the draft EA and provide chapters to the COUNTY for review and comments. Comments will be consolidated prior to returning to Cardno for changes or edits.

The CONSULTANT shall make necessary edits to the Draft EA and will provide this version to the COUNTY for submittal to the FTA. Review duration for FTA will be coordinated and discussed at the beginning of the project and will be based upon project milestones and schedule.

The CONSULTANT shall revise the Draft EA and prepare it for public review and comment.

If necessary, The CONSULTANT shall assist the COUNTY with development of the public noticing requirements.

If necessary, The CONSULTANT shall compile and categorize public comments and prepare responses to comments.

The CONSULTANT shall revise the Draft EA in accordance with Pinellas County and FTA's guidance with respect to public comments.

The CONSULTANT shall prepare and submit a Final EA to the COUNTY for submittal to the FTA.

Respond to Comments, Assemble the Final EA, and Submit to the FTA for Review and Approval

Upon completion of the review of comments by the public, stakeholders, cooperating agencies and the regulating agencies, we will meet with the COUNTY and the FTA to discuss the comments and potential responses. The CONSULTANT shall address/incorporate all comments, revise the document or project elements as deemed necessary by the FTA and then will complete a Final EA.

Prepare Finding of No Significant Impact (FONSI)

Based upon the findings in the EA, and assuming that no significant impacts are found, The CONSULTANT shall prepare the Finding of No Significant Impact (FONSI) in support of the EA.

The CONSULTANT shall coordinate with Pinellas County and the FTA on anticipated format for approval prior to developing the document. The various drafts of the FONSI will be provided on the same schedule as the draft Preliminary EA, Draft EA, and Final EA, as described above.

Post Design Services

The CONSULTANT will provide post design services as an optional service. This will include responses to RFI's and review of shop drawings.

The CONSULTANT shall attend construction meetings as requested.

The CONSULTANT shall conduct pre-construction and post-construction surveys as deemed necessary through the regulatory permitting process and permit specific conditions.

V. COMPENSATION

Task 1:	GENERAL TASKS		\$ 82,750.00
Task 2:	ENVIRONMENTAL & PERMITTING		\$ 167,610.00
Task 3-5:	DESIGN SERVICES		\$ 264,785.00
Task 6:	GEOTECHNICAL SERVICES		\$ 106,117.90
Task 7:	OPTIONAL SERVICES	Not to Exceed:	\$ 201,717.35
	CONTINGENCY SERVICES		75,000.00
		Total Fee:	\$ 897,980.25

For any Contingency Services performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed seventy-five thousand dollars (\$75,000.00) for all assignments performed. Contingency Services shall be performed only upon prior written authorization from the Director of Public Works or his/her designee.

Payment for the work accomplished will be in accordance with the Method of Compensation of this contract. Invoices shall be submitted to the COUNTY in a format prescribed by the COUNTY. The COUNTY Project Manager and the CONSULTANT shall monitor the cumulative invoiced billings to assure the reasonableness of the billings compared to the project schedule and the work accomplished and accepted.

VI. DELIVERABLES

The following shall be delivered to the COUNTY:

- Project Quality Control Plan
- Design Criteria (PDF Format)
- Conceptual Design (PDF Format)
- 60% Plan Set - Construction Plans (PDF Format and AutoCAD Civil 3D files), Opinion of Probable Construction Cost Estimate, Design Documentation
- 90% Plan Set - Construction Plans (PDF Format), Opinion of Probable Construction Cost Estimate, Design Documentation
- Final Plan Set - Construction Plans (PDF Format and AutoCAD Civil 3D files), Final Opinion of Probable Construction Cost Estimate, Final Design Documentation, Final Specifications Package. The plans shall be provided electronically, plus two paper copies signed and sealed by a

- Professional Engineer certified in the State of Florida.
- Geotechnical Report (PDF Format) signed and sealed by a Professional Engineer certified in the State of Florida.
- Documented Categorical Exclusion or Environmental Assessment

VII. SCHEDULE

The CONSULTANT'S services shall commence upon receipt of written notice to proceed issued by the COUNTY. The CONSULTANT shall provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal. CONSULTANT shall complete the final design within 24 months of notice to proceed. The primary requirement of the grant is to fully complete PROJECT construction by December 31, 2023.

COUNTY design review period shall be thirty calendar days from the date of each milestone submittal. Any delays beyond the CONSULTANT'S control shall be documented in writing by CONSULTANT and submitted to COUNTY for consideration to of a schedule time extension.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: Ft. DeSoto Bay Pier Replacement
 County: Pinellas County

Consultant Name: Cardno
 Consultant No.:
 Date: 3/5/2019
 Estimator: Stoker

Staff Classification	Total Staff Hours From "SH Summary -	Project Manager	Chief Engineer	Senior Engineer	Engineer	Designer	Principal Scientist	Chief Scientist	Project Scientist	Scientist/ Ecologist/ GIS Specialist	Project Planner / Senior	Clerical	Chief Archeologist	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$240.00	\$225.00	\$170.00	\$110.00	\$95.00	\$200.00	\$170.00	\$140.00	\$85.00	\$115.00	\$70.00	\$100.00			
Project General and Project Common Tasks	371	223	74	74	0	0	0	0	0	0	0	0	0	371	\$82,750	\$223.05
Site Design	248	12	12	25	25	99	0	0	0	0	74	0	0	247	\$30,495	\$123.46
Environmental Permits, Compliance & Clearances	950	0	0	0	0	0	105	133	276	247	86	38	67	952	\$122,495	\$128.67
Environmental Optional Services	815	0	0	0	0	0	82	57	163	122	302	49	41	816	\$101,540	\$124.44
Structures - Misc. Tasks, Dwgs, Non-Tech.	355	18	18	36	36	142	0	0	0	0	107	0	0	357	\$44,245	\$123.94
Structures - Alternative Analysis Study	334	17	17	33	33	134	0	0	0	0	100	0	0	334	\$41,375	\$123.88
Structures - Pier Design	830	42	42	83	83	332	0	0	0	0	249	0	0	831	\$102,945	\$123.88
Optional Services - Structures - Retaining Walls	249	12	12	25	25	100	0	0	0	0	75	0	0	249	\$30,705	\$123.31
Optional Services - Post Design Services	304	152	46	46	30	30	0	0	0	0	0	0	0	304	\$60,800	\$200.00
Signing Plans	38	2	2	4	4	15	0	0	0	0	11	0	0	38	\$4,740	\$124.74
Lighting Analysis	198	0	40	119	0	0	0	0	0	0	40	0	0	199	\$33,830	\$170.00
Lighting Plans	46	0	9	18	0	0	0	0	0	0	18	0	0	45	\$7,155	\$159.00
Total Staff Hours	4,738	478	272	463	236	852	187	190	439	369	1,062	87	108	4,743		
Total Staff Cost		\$114,720.00	\$61,200.00	\$78,710.00	\$25,960.00	\$80,940.00	\$37,400.00	\$32,300.00	\$61,460.00	\$31,365.00	\$122,130.00	\$6,090.00	\$10,800.00		\$663,075.00	\$139.80

Check = \$663,075.00

Total Cardno Base Services																\$470,030.00	
Subconsultant: Intera																	\$44,150.00
Subconsultant: Tierra																	\$83,505.38
Subconsultant: Quest																	\$965.00
Subconsultant: USA Environmental																	\$22,612.52
Total Base Services																	\$621,262.90

Total Cardno Optional Services																	\$193,045.00
Quest Optional Services																	\$8,672.35
Total Optional Services																	\$201,717.35

GRAND TOTAL ESTIMATED FEE:																	\$822,980.25
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ESTIMATE OF WORK EFFORT AND COST - SUBCONSULTANT

Name of Project: Ft. DeSoto Bay Pier
 County: Pinellas
 FPN:
 FAP No.:

Consultant Name: INTERA Incorporated
 Consultant No.:
 Date: 3/4/2019
 Estimator: Krecic

Staff Classification	Total Staff Hours From 'SH Summary Firm'	Principal Engineer	Senior Engineer	Project Engineer	Engineer Intern	Staff Classification 5	Staff Classification 6	Staff Classification 7	Staff Classification 8	Staff Classification 9	Staff Classification 10	Staff Classification 11	Staff Classification 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		\$188.00	\$163.00	\$133.00	\$83.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
3. Project General and Project Common Tasks	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
4. Roadway Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
5. Roadway Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
6a. Drainage Analysis	295	13	140	142	0	0	0	0	0	0	0	0	0	295	\$44,150	\$149.66
6b. Drainage Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
7. Utilities	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
8. Environmental Permits, Compliance & Clearances	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
9. Structures - Misc. Tasks, Dwg, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
19. Signing & Pavement Marking Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
20. Signing & Pavement Marking Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
30. Terrestrial Mobile LIDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
36. 3D Modeling	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$0	#DIV/0!
Total Staff Hours	295	13	140	142	0	0	0	0	0	0	0	0	0	295		
Total Staff Cost		\$2,444.00	\$22,820.00	\$18,886.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$44,150.00	\$149.66

Check = \$44,150.00

SALARY RELATED COSTS:			\$44,150.00
OVERHEAD:		0%	\$0.00
OPERATING MARGIN:		0%	\$0.00
FCCM (Facilities Capital Cost Money):		0.00%	\$0.00
EXPENSES:		0.00%	\$0.00
SUBTOTAL ESTIMATED FEE:			\$44,150.00
Survey (Field)	0	4-person crew	\$ - / day
Geotechnical Field and Lab Testing			\$0.00
SUBTOTAL ESTIMATED FEE:			\$44,150.00
Optional Services			\$0.00
GRAND TOTAL ESTIMATED FEE:			\$44,150.00

Notes:
 1. This sheet to be used by Subconsultant to calculate its fee.

TIERRA

January 18, 2019
Revised February 18, 2019

Cardno
380 Park Place Blvd.
Suite 300
Clearwater, Florida 33759

Attn: Mr. Douglas Stoker, PE
Business Unit Manager – Civil SE

**RE: Geotechnical & Asbestos/Lead Paint Proposal
Fort DeSoto Bay Pier and Dock Replacement
RFP / Contract No. 178-0370-NC (SS)
Pinellas County, Florida
Tierra Project No. 6511-18-211**

Mr. Stoker:

Tierra, Inc. (Tierra) appreciates the opportunity to be of service to Cardno and Pinellas County on the above-referenced Fort DeSoto Bay Pier and Dock Replacement. Based on information provided by Pinellas County, we understand that the County wishes to replace the existing Ft. DeSoto pier and boat dock structure with a new pile supported structure and that Tierra's services will support the design and construction of the new structure.

Geotechnical Services

The geotechnical services will support the design and construction of the proposed pier replacement and will consist of the following:

1. Review readily available published soils and topographic information. This published information will be obtained from the appropriate Florida Quadrangle Map published by the United States Geological Survey (USGS) and the Soil Survey of Pinellas County, Florida, published by the United States Department of Agriculture (USDA) Soil Conservation Service (SCS).
2. Apply for and obtain the appropriate permit from the Florida Department of Environmental Protection (FDEP) to complete field services.
3. Perform a site reconnaissance and coordinate utility clearances via Sunshine One Call.
4. Perform eight (8) Standard Penetration Test (SPT) borings to average depths of 60 feet below natural grades/waterline at relatively equal intervals along the pier. Borings to be performed over water will be completed utilizing barge mounted drilling equipment. Borings to be performed on land will be completed utilizing track mounted drilling equipment.

5. Visually examine recovered soil samples in the laboratory and perform appropriate laboratory testing to classify the soils according to the Unified Soil Classification System (USCS).
6. Prepare a geotechnical report that summarizes the services that are provided and geotechnical engineering evaluations and recommendations to support the plan development. The report will include pile capacity versus elevation estimates along with FB-Multiplier parameters to be used by the structural engineer to evaluate lateral resistance and minimum tip elevations.

Asbestos and Lead Based Paint Survey

Tierra will perform a comprehensive Asbestos Containing Material (ACM) and Lead Based Paint (LBP) survey of the structure and buildings proposed for demolition. The surveys shall include sampling of suspect ACM, paint screening for lead based paint, report and review by a licensed asbestos consultant.

Service Fee

The estimated fee to perform the geotechnical scope of services is **\$72,650.29** and the estimated fee to perform the asbestos and lead based paint survey is **\$10,855.09**. Detailed fee schedules for both the geotechnical and asbestos and lead paint surveys are attached to this proposal. Total estimated fees for Tierra are **\$83,505.38**. We will provide you with verbal results of tested conditions and immediately notify you should conditions impacting our scope, schedule, or cost of services occur.

Closure

We appreciate the opportunity to offer our services to you. Should you have any questions in regard to this proposal, please do not hesitate to contact this office.

Respectfully Submitted,

TIERRA, INC.



William P. Rovira, P.E.
Geotechnical Engineer



Larry P. Moore, P.E.
Principal Geotechnical Engineer

Attachments:

- Unit Fee Schedule (Geotechnical Services)
- Unit Fee Schedule (Asbestos and Lead Based Paint Survey)

Item Description	Unit	Unit Price	Quantity	Total
Geotechnical Field Investigation				
612-Geo Mobilization Drill Rig Truck Mount	Each	\$ 350.00		\$ -
614-Geo Mobilization Mudbug/All Terrain Vehicle	Each	\$ 700.00	1	\$ 700.00
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00	6	\$ 960.00
609-Geo Mobilization Drill Rig Barge Mount	Each	\$ 7,138.00	1	\$ 7,138.00
405-Geo Barge (Owned)	Day	\$ 2,500.00	4	\$ 10,000.00
618-Geo Mobilization Support Boat	Each	\$ 500.00	1	\$ 500.00
Geo Support Safety Boat	Day	\$ 500.00	4	\$ 2,000.00
419-Geo Drilling Crew 2-Person	Hour	\$ 135.00		\$ -
420-Geo Drilling Crew 3-Person	Hour	\$ 185.00		\$ -
478-Geo SPT Truck-Mud Bug 0-50 Ft	LF	\$ 15.20	50	\$ 760.00
479-Geo SPT Truck-Mud Bug 50-100 Ft	LF	\$ 18.10	10	\$ 181.00
480-Geo SPT Truck-Mud Bug 100-150 Ft	LF	\$ 32.00		\$ -
473-Geo SPT Barge/Track/Amphibious 000-050 Ft	LF	\$ 21.50	350	\$ 7,525.00
474-Geo SPT Barge/Track/Amphibious 050-100 Ft	LF	\$ 28.90	70	\$ 2,023.00
475-Geo SPT Barge/Track/Amphibious 100-150 Ft	LF	\$ 53.00		\$ -
440-Geo Grout Boreholes- Truck/Mud Bug 000-050 Ft	LF	\$ 6.25	50	\$ 312.50
441-Geo Grout Boreholes- Truck/Mud Bug 050-100 Ft	LF	\$ 8.00	10	\$ 80.00
442-Geo Grout Boreholes- Truck/Mud Bug 100-150 Ft	LF	\$ 13.10		\$ -
435-Geo Grout Boreholes- Barge/Track/Amphibious 000-050 Ft	LF	\$ 8.50	350	\$ 2,975.00
436-Geo Grout Boreholes- Barge/Track/Amphibious 050-100 Ft	LF	\$ 11.25	70	\$ 787.50
437-Geo Grout Boreholes- Barge/Track/Amphibious 100-150 Ft	LF	\$ 17.25		\$ -
488-Geo Temp Casing 3" Truck/Mud Bug 000-050 Ft	LF	\$ 10.30	30	\$ 309.00
489-Geo Temp Casing 3" Truck/Mud Bug 050-100 Ft	LF	\$ 14.00		\$ -
490-Geo Temp Casing 3" Truck/Mud Bug 100-150 Ft	LF	\$ 17.50		\$ -
483-Geo Temp Casing 3" Barge/Track/Amphibious 0-050 Ft	LF	\$ 14.50	210	\$ 3,045.00
484-Geo Temp Casing 3" Barge/Track/Amphibious 50-100 Ft	LF	\$ 17.50		\$ -
485-Geo Temp Casing 3" Barge/Track/Amphibious 100-150 Ft	LF	\$ 20.00		\$ -
463-Geo Rock Coring Truck/Mud Bug 000-050 Ft less than 4" ID	LF	\$ 45.00		\$ -
465-Geo Rock Coring Truck/Mud Bug 050-100 Ft less than 4" ID	LF	\$ 52.00		\$ -
453-Geo Rock Coring Barge/Track/Amphibious 000-050 Ft less than 4" ID	LF	\$ 48.00		\$ -
455-Geo Rock Coring Barge/Track/Amphibious 050-100 Ft less than 4" ID	LF	\$ 64.00		\$ -
519-Geo Undisturbed Samples Truck/Mud Bug 000-050 Ft	Each	\$ 200.00		\$ -
520-Geo Undisturbed Samples Truck/Mud Bug 050-100 Ft	Each	\$ 200.00		\$ -
515-Geo Undisturbed Samples Barge/Track/Amphibious 000-050 Ft	Each	\$ 200.00		\$ -
401-Geo Auger Borings- Hand & Truck/Mud Bug	LF	\$ 10.50		\$ -
432-Geo Field Permeability 0-10 Ft (Open - End Borehole Method)	Each	\$ 290.00		\$ -
Flagman and Barricades 2-Man Crew Own Equipment	Day	\$ 890.00		\$ -
450-Geo Piezometer 2" 000-050 Ft	LF	\$ 44.00		\$ -

Item Description	Unit	Unit Price	Quantity	Total
Permit Cost Actual - DEP	Each	\$ 250.00	1	\$ 250.00
403-Geo Backhoe (Owned)	Day	\$ 600.00		\$ -
416-Geo Dozer (Owned)	Day	\$ 800.00		\$ -
415-Geo Double Ring Infiltration (ASTM D3385)	Each	\$ 525.00		\$ -
Geotechnical Soil Laboratory Testing				
812-Soils Materials Finer than 200 Sieve (FM 1-T011)	Test	\$ 42.00	32	\$ 1,344.00
817-Soils Moisture Content Laboratory (AASHTO T 265)	Test	\$ 10.00	8	\$ 80.00
822-Soils Particle Size Analysis (AASHTO T 88) (No Hydrometer)	Test	\$ 67.00	4	\$ 268.00
805-Soils Corrosion Series (FM 5-550 through 5-553)	Test	\$ 175.00	6	\$ 1,050.00
819-Soils Organic Content Ignition (FM 1 T-267)	Test	\$ 42.00	4	\$ 168.00
Atterberg Limit Tests (AASHTO T-89 and T-90) Combined	Test	\$ 130.00	4	\$ 520.00
832-Soils Splitting Tensile Strength of Rock Cores (ASTM D3967)	Test	\$ 138.00		\$ -
838-Soils Unconfined Compression - Rock (ASTM D7012, Method C)	Test	\$ 138.00		\$ -
Contamination Test Units				
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
880-RCRA 8 Metals (Method 6010/7471)	Each	\$ 65.00		\$ -
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00		\$ -
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00		\$ -
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00		\$ -
Engineering, CEI and Technical Support Services				
Project Manager	Hour	\$ 169.00	22	\$ 3,718.00
Senior Engineer	Hour	\$ 153.90	28	\$ 4,309.20
Chief Scientist	Hour	\$ 137.04		\$ -
Senior Project Engineer	Hour	\$ 141.64	41	\$ 5,807.24
Geotechnical Engineer	Hour	\$ 113.81	33	\$ 3,755.73
Engineering Intern	Hour	\$ 86.96	55	\$ 4,782.80
Senior Scientist	Hour	\$ 115.65		\$ -
Designer	Hour	\$ 83.99	28	\$ 2,351.72
Sr Engineering Technician	Hour	\$ 82.61	28	\$ 2,313.08
Geotechnical Technician	Hour	\$ 66.39	28	\$ 1,858.92
Secretary/Clerical	Hour	\$ 64.80	12	\$ 777.60
		Total Estimated Fee		\$ 72,650.29

Item Description	Unit	Unit Price	Quantity	Total
Field Investigation				
418-Geo Drill Crew Support Vehicle	Day	\$ 160.00	3	\$ 480.00
Contamination Test Units				
854-Handheld GPS	Per Day	\$ 80.34		\$ -
856-Field Sampling Kit (soil)	Each	\$ 75.00		\$ -
858-Field Sampling Survey Kit (water)	Each	\$ 75.00		\$ -
880-RCRA 8 Metals (Method 6010/7471) - point count samples	Each	\$ 65.00	5	\$ 325.00
882-RCRA Metals Individual (Method 6010/7471)	Each	\$ 9.00	20	\$ 180.00
884-Mercury Individual (Method 6010/7471)	Each	\$ 25.00	5	\$ 125.00
886-Ultr Low Trace Mercury GW Individual (Method 1631)	Each	\$ 75.00		\$ -
888-Arsenic (Method 6010/7471)	Each	\$ 9.00		\$ -
890-SPLP/TCLP Metals	Each	\$ 198.00		\$ -
892-Asbestos Samples	Each	\$ 15.00	66	\$ 990.00
Engineering, CEI and Technical Support Services				
Project Manager	Hour	\$ 169.00		\$ -
Senior Engineer	Hour	\$ 153.90		\$ -
Chief Scientist	Hour	\$ 137.04	14	\$ 1,918.56
Senior Project Engineer	Hour	\$ 141.64		\$ -
Geotechnical Engineer	Hour	\$ 113.81		\$ -
Engineering Intern	Hour	\$ 86.96		\$ -
Senior Scientist	Hour	\$ 115.65	24	\$ 2,775.60
Designer	Hour	\$ 83.99	3	\$ 251.97
Sr Engineering Technician	Hour	\$ 82.61	14	\$ 1,156.54
Geotechnical Technician	Hour	\$ 66.39	38	\$ 2,522.82
Secretary/Clerical	Hour	\$ 64.80	2	\$ 129.60
			Total Estimated Fee	\$ 10,855.09

Contamination Summary

Engineering and Technical Support	\$ 8,755.09
Field and Test Units	\$ 2,100.00
Total Hours	95



**Scope and Fee Proposal
for
Cardno / Pinellas County
Submitted: January 18, 2019**

Quest Corporation of America, Inc. (Quest) is pleased to provide Cardno with the following scope and fee proposal in support of 000929A Ft. DeSoto Bay Pier for Pinellas County.

Task 3 – Design Services

The COUNTY shall plan and schedule a public meeting and the CONSULTANT shall prepare exhibits and attend

Task: One (1) Public Meeting Attendance and Support for 2 Quest staff 10 hours

Sr. Public Involvement Specialist 10 hours \$96.50 Total = \$965.00

Optional Services

Chapter 5 – Public Consultation

The CONSULTANT shall develop a list of persons, stakeholder groups, tribes, and agencies consulted during the preparation of the EA. Public workshops, open houses, or public meetings that are conducted throughout the project will be described. All public comments received during the EA public comment period will be summarized with responses and any necessary revisions to the EA and project design will be documented.

Quest will support preparations for two Public Meetings, as well as provide staff for public meetings set up, facilitation and tear down. Develop a list of persons, stakeholder groups, tribes, and agencies consulted during the preparation of the EA. All public comments received during the EA public comment period will be summarized with responses and any necessary revisions to the EA and project design will be documented.

Sr. Public Involvement Specialist	10 hrs mtgs, 40 hrs report, 2 stakeholders list@	\$96.50	\$ 5,018.00
Public Involvement Specialist	10 hrs mtgs, 40 hrs report, 3 stakeholders list@	\$68.95	<u>\$ 3,654.35</u>
OPTIONAL SERVICES TOTAL			\$8,672.35

Once again, thank you for your confidence in our organization!

With gratitude,

Diane Hackney
Assistance Vice President
Quest Corporation of America, Inc.

USA Environmental, Inc.

1 March 2019

Mr. Douglas Stoker
Business Unit Manager – Civil SE
Cardno
380 Park Place Blvd., Suite 300
Clearwater, FL 33759
Ph: 727.431.1550 Mobile: 813.382.6668
Doug.stoker@cardno.com

Subject: Rev 3 ROM Proposal for MEC Avoidance, Fort DeSoto Bay Pier Replacement
GeoBoring Tests, Pinellas County, FL

Dear Mr. Stoker:

USA Environmental, Inc. is pleased to provide our pricing for the proposal referenced above.
Caveats include:

1. The proposed prices are based solely on USA's understanding of the line items identified on our attached proposal pricing sheet.
2. USA's payment requirements are NLT 30 days after Cardno receives payment from its Client.
3. USA's reps and certs, in addition to other information, can be found on www.sam.gov using our DUNS number: 02-528-5425.
4. USA primarily does business under NAICS Code 562910 "Environmental Remediation Services" - where footnote 14/sub-category of this code, a small business is defined by a size standard of less than 750 employees.
5. If awarded, all terms and conditions and insurance limits will be reviewed and agreed upon at that time.

If you have any questions, please contact Mr. Donald Shaw, Program Manager, or myself at:

Mr. Jonathan Chionchio
Phone: (813) 343-6350
Email: Jchionchio@usatampa.com

Mr. Donald H. Shaw III
Phone: (813) 343-6406
Email: dshaw@usatampa.com

Best regards,



Jonathan Chionchio, President



USA Environmental, Inc.

Pricing Proposal

Revision 3

**ROM Proposal for
MEC Avoidance
Fort DeSoto Bay Pier Replacement
GeoBoring Tests**

Prepared for:

Cardno
380 Park Place Blvd., Suite 300
Clearwater, FL 33759

Due: 1 March 2019

USA Environmental, Inc.
Rough Order of Magnitude
MEC Avoidance Services for CARDNO
Fort DeSoto Bay Pier Replacement GeoBoring Tests
03/27/2019 DES Rev
03/01/19 Rev 3
02/21/19 Rev 2
02/20/19 Rev 1
01/18/19 Orig

Task	Description	Basis	Units	\$/Unit
1.0	Project Management and Plan Support	FUP	Each	\$3,578.20
2.0	Mobilization/Demobilization	FUP	Each	\$5,755.52
3.0	MEC/Anomaly Avoidance	FUP	5	\$13,278.80
Total				\$22,612.52

Notes/Assumptions

- | |
|--|
| <p>1) This Rough Order of Magnitude is to provide MEC Avoidance Services to CARDNO for the replacement of the Bay Pier at Fort DeSoto in Pinellas County, FL..</p> |
| <p>2) Per the Prime Contractor, another subcontractor (Tierra) is to conduct Geoborings at 8 locations around the Bay Pier that USA will support with anomaly avoidance. For this effort, USA assumes Tierra will supply the barge, the trash pumps for jetting and PVC tubing needed for USA's downhole magnetometer.</p> |
| <p>3) Per the Prime Contractor the daily schedule for this evolution are 8 hours per day.</p> |
| <p>4) USA will try to utilize Unexploded Ordnance (UXO) Technicians that are local to the Pinellas County area, however the pricing reflects the need to mobilize and demobilize personnel for this effort.</p> |
| <p>5) Any hours over 40 hours within a work week will be charged to the Prime Contractor at an Over Time rate per typical labor laws and are not shown in this ROM.</p> |

Task

1.0

Project Management and Plan Support

Task Notes/Assumptions

1) Costs reflect effort from USA management and safety personnel to provide related input for EM-385-1-1, develop related SOP's, support CARDNO during discussions/conference calls with Pinellas County as needed, and for overall project planning.

Performance Schedule

Project Assignment	Management Support	Plan/SOP Development	Total Hours
Project Manager	8	12	20
Corporate Quality Control Manager	2	4	6
Corp Health and Safety Manager	2	4	6
Administrative (Home Office)	0	2	2
			34

USA Labor

Position	# Pers	Hrs Ea	Subtotal Hrs	Direct Labor Cost	\$ Subtotal
Project Manager	1	20	20	\$111.00	\$2,220.00
Corporate Quality Control Manager	1	6	6	\$98.36	\$590.16
Corp Health and Safety Manager	1	6	6	\$112.00	\$672.00
Administrative (Home Office)	1	2	2	\$48.02	\$96.04
Subtotal-USA Labor without Profit			34		\$3,578.20

Summary

Item	\$
Subtotal-USA Burdened Labor	\$3,578.20
Total	\$3,578.20
Total	\$3,578.20

Task

2.0

Mobilization/Demobilization

Task Notes/Assumptions

- 1) Mobilization/Demobilization for one SUXOS and one UXO Tech III. Level of effort includes one work day for terrestrial avoidance and three days on the water providing downhole avoidance. USA assumes all jetting equipment and PVC to jet into the sediment is provided by Tierra.
- 2) Prime contractor will provide support to USA for obtaining access/passes as required to work on Ft. DeSoto.

Personnel- Travel

Item	# Pers	Round Trips	Roundtrip Travel Hours (Per Person)	Total Hours Each Person
Senior UXO Supervisor	1	1	16	16
UXO Tech III	1	1	16	16
	2	2		

USA T&M Labor

Labor Category	# Pers	Hrs Ea	Subtotal Hrs	Direct Labor Cost	\$ Subtotal
Project Manager	1	8	8	\$ 111.00	\$888.00
Senior UXO Supervisor	1	16	16	\$ 161.66	\$2,586.56
UXO Tech III	1	16	16	\$ 142.56	\$2,280.96
Subtotal-USA Labor without Profit					\$5,755.52

Summary

Item	\$
Subtotal-USA Burdened Labor	\$5,755.52
Subtotal Travel	\$0.00
Subtotal ODC	\$0.00
Total	\$5,755.52
Total	\$5,755.52

Task
3.0
MEC/Anomaly Avoidance

Notes/Assumptions

1) Daily rate is based on 8-hour work day and accumulation of 40-hours of labor per work week.

Performance

Item	Value
Total Field Days	5.00
Hours Per Work Day	8.00
Days per Workweek	5.00
Total Labor Hours (Per Person)	40.00
Calendar Days To Complete	5.00
Work Weeks	1.00
Calendar Months	0.20

USA Personnel

Labor Hours

Item	#	Daily
Project Manager	1	2
Senior UXO Supervisor	1	8
UXO Tech III	1	8
Non-Local Personnel	2	
Total Field Personnel	2	

USA Labor

Labor Category	# Pers	Hrs Ea	Subtotal Hrs	Direct Labor Cost	\$ Subtotal
Project Manager	1	2	2	\$ 111.00	\$222.00
Senior UXO Supervisor	1	8	8	\$ 161.66	\$1,293.28
UXO Tech III	1	8	8	\$ 142.56	\$1,140.48
Subtotal-USA Labor without Profit					\$2,655.76

MEC/Anomaly Avoidance

Task
3.0
MEC/Anomaly Avoidance

Summary

Item	\$
USA Labor	\$2,655.76
Subtotal Travel with G&A	\$0.00
Subtotal ODC with G&A	\$0.00
Total	\$2,655.76
Proposed Fee on ODCs	\$0.00
Total	\$2,655.76
Daily Rate	\$2,655.76

Daily Rate x 5 = \$13,278.80

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

1. INSURANCE:

- a) 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 award.
- b) Consultant shall email certificate that is compliant with the insurance requirements to ssteele@pinellascounty.org. If certificate received with bid was a compliant certificate 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). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. 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, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime 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 subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent 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 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 waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. 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.
- h) 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. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- (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 Consultant 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 Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Watercraft Liability Insurance (or equivalent Protection & Indemnity coverage) with Pollution Liability sub-limits, or a separate policy, if Watercraft Liability is excluded in Pollution Legal/Environmental Legal Liability policy required in paragraph (E) below.

Limits

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

- (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:

SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS

- 1) 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, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) 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.