

BOARD OF COUNTY COMMISSIONERS

DATE: January 14, 2014

AGENDA ITEM NO. 21a.

Consent Agenda ☐

Regular Agenda ☒

Public Hearing ☐

County Administrator's Signature:

Subject:

Approval of Ranking and Final Contract – Environmental Planting, Monitoring & Maintenance Services
Contract No. 123-0445-P(LN)

Department:

Department of Environment and Infrastructure /
Purchasing

Staff Member Responsible:

Richard Coates / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS
AND CONTRACT FOR ENVIRONMENTAL PLANTING, MONITORING AND MAINTENANCE SERVICES WITH:

ENTRIX, INC. D/B/A CARDNO ENTRIX
VANASSE HANGEN BRUSTLIN, INC.
WATER & AIR RESEARCH, INC.

DALLAS, TEXAS
UNIVERSITY PARK, FLORIDA
GAINESVILLE, FLORIDA

IT FURTHER RECOMMENDED THE CHAIRMAN SIGN THE AGREEMENTS AND THE CLERK ATTEST.

IT IS ALSO RECOMMENDED THE COUNTY ADMINISTRATOR BE GRANTED AUTHORITY TO AMEND THE
AGREEMENT PERTAINING TO THE SCOPE OF WORK.

Summary Explanation/Background:

On September 17, 2013, the Purchasing Department let a Request for Proposal (RFP) to establish a short list of qualified and experienced environmental firms to be used on an as needed basis by the Department of Environment and Infrastructure (DEI) Natural Resources Section. Services include but are not limited to environmental planting, permit monitoring activities and maintenance services for storm water treatment ponds, wetlands, ponds and other aquatic and natural areas.

On October 24, 2013, an evaluation committee consisting of two (2) staff members from DEI Watershed Management, two (2) staff members from the Department of Parks and Conservation Resources, a staff member from DEI Plant Operations, along with a representative from the Purchasing Department acting as facilitator, evaluated, and ranked the proposals.

The firms in order of ranking are as follows:

1	Vanasse Hangen Brustlin, Inc.	875.00	Points
2	Cardno Entrix	874.00	Points
3	Water & Air Research, Inc.	836.50	Points
4	Earth Balance	630.50	Points
5	CPH, Inc.	587.00	Points
6	Bio-Tech Consulting, Inc.	479.50	Points
7	Ecological Consultants, Inc.	438.00	Points
8	Lake and Wetland Management	397.00	Points

The firms were evaluated according to the criteria listed below:

- Business Plan and Approach – 300 Points
- Experience – 300 Points
- Knowledge and Training – 350 Points
- Location – 50 Points

This competitive process was evaluated and ranked solely on firm qualifications and submittals were sufficiently detailed and comprehensive; further discussions with the firms are not necessary. As services are required, DEI will solicit an Invitation to Quote (ITQ) from the recommended qualified firms. The lowest quotation from a firm for a particular ITQ will be utilized to award work on specific projects. It is staff recommendation to recommend the top three proposers for contract award.

Services performed pursuant to this contract shall commence upon executed agreement and continue for thirty-six (36) months. There is provision for one (1) twenty-four (24) month term extension beyond the initial contract term pending Administrator approval.

Over the term of the contract, there may be minor changes required to the work scope, which was drafted in a general format for the purpose of evaluating qualifications. For the purpose of expediting minor changes to this contract, staff is requesting Board consideration to provide the Administrator the ability to amend the work scope of this contract.

Fiscal Impact/Cost/Revenue Summary:

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$800,000.00

Funding is provided through the Infrastructure Sales Tax (Penny for Pinellas): Various Capital Improvement Programs (CIP) fund allocation.

Exhibits/Attachments:

Contract Review
Agreements(3)
Tabulation Sheet



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 4297

PROJECT: Environmental Planting, Monitoring & Maintenance Services

RFP NUMBER: 123-0445-P(LN)

REQ. NUMBER:

TYPE: ☐ Purchase Contract ☐ Other: ☐ Construction-Less than \$100,000 ☐ One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 14 - 17

PRODUCT ONLY ☐

This is an annual contract. Estimated Expenditure: \$150,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. J. Lauro, Director C. Mancuso, Ass't. Director	8/9/13	[Signature]	It is a great idea to solicit for qualifications. However, each task is going to be unique and this document has very exact requirements.	
2.	DEI- Transportation and Stormwater. R. Coates, Director K. Levy, Manager B. Lambert, Sr. Env. Spec.	8/22/13 8/22/13 8/21/13 8/22/13	[Signatures: M. Barnum, KHL for RC, KHL, B. Lambert]	MA / N/A written responses attached. as revised by Lisa T, includes my comments	

Using Dept please provide below information:

☐ Yes, funding for this requisition is using grant Funding. ☐ No, funding for this requisition is not using grant Funding.
If grant funding is being used you must provide Purchasing with the exact clauses that need to be on attached document.

Please check attached vendor list. Circle vendors you want RFPs mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)

3.	Risk Management Director Attn: Virginia E. Holscher (Check applicable box at right)	8/28/13	[Signature]	Pls see changes - p. 15-17	HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	8/28/13	[Signature]		NOT HIGH RISK
5.	Legal Attn: Miles Belknap	9/3/13	[Signature]	New Sample Services Agreement attached	
6.	Executive Director David Scott	9/5/13	[Signature]		
7.	Asst. County Administrator Attn: M. Woodard	9/9/13	[Signature]		

RETURN ALL DOCUMENTS TO PURCHASING

Make all inquiries to: Lucy Nowacki, Procurement Analyst at Extension 43766

In order to meet the following schedule, please return your requirements to Purchasing by:

TENTATIVE DATES

RFP Mail Out:
RFP Opening:
Purchasing Director Approval:

Revised 05/2013

we should be seeking quals and evaluating quals and then drawing up specific tasks for each

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 2013 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Vanasse Hangen-Brustin, Inc., ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to RFP 123-0445-P ("RFP") for Environmental Planting, Monitoring & Maintenance services; and

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

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

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

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in _____ NA _____, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference and as specifically described in the scope of work of the Invitation to Quote pursuant to which Contractor performs Services. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto. As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.

B. Services Requiring Prior Approval. Work on Services requiring prior County approval as provided in Exhibit A, or any Additional Services, shall not be commenced until Contractor submits a written proposal describing the scope of the work, the cost, if applicable, and the completion schedule, if applicable, and the Contract Administrator approves the proposal in writing.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in Exhibit A attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate as provided in Exhibit A attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

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

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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

3. Personnel.

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

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

4. Compensation of and Method of Payment.

A. Services Fee. The County agrees to pay the Contractor the annual sum of not-to-exceed \$_____, payable based on the options selected below ("Services Fee") pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this amount constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid pursuant to one of the options selected below exceed the not-to-exceed sum set out in this subsection A, unless the Parties agree to increase this sum by written amendment as authorized in Section 20 of the Agreement (select appropriate box).

☐ For the term commencing on _____, 201____, and ending on _____, 201____, County agrees to pay the Contractor the annual Services Fee of not-to-exceed \$_____ for Services completed and accepted as provided in Section _____ herein, payable in equal monthly payments of \$_____ on the first day of the month commencing on _____, 201____, upon submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor on a fixed-fee basis for all Services completed and accepted as provided in Section 14 herein. The deliverables and the fixed fees payable are set out in Exhibit B, and are payable upon completion, and acceptance of the deliverables if applicable, and submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor at (select appropriate box):

☐ the hourly rate of \$_____; or

☐ the hourly rates set out in Exhibit _____ attached hereto.

Payment of the hourly rate Services Fee shall be due upon completion and acceptance of the Services and submittal of an invoice as required herein.

☒ Other:

As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party, and Contractor shall be compensated in accordance with Contractor's quote, the Purchase Order and the terms of this Agreement.

B. Travel Expenses. (Select appropriate box.)

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

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and County Travel Policy, and as approved in writing in advance by _____.

C. Tax Exempt Status. Contractor acknowledges that the County is a tax exempt entity.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County to (select appropriate box):

☒ the County Project Manager as set out in Section 17 herein; or

☐ as provided in Exhibit _____ attached hereto.

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

5. Term of Agreement.

A. Initial Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect until expiration of the term of the Agreement or termination of the Agreement as provided herein, whichever occurs first, and except as provided in Section 16. The initial term of this Agreement shall begin (select appropriate box):

- ☒ on the Effective Date
- ☐ on _____

and shall continue (select appropriate box):

- ☒ for a period of thirty six (36) months
- ☐ through _____,

unless terminated or extended in accordance with the provisions of this Agreement.

B. Term Extension. (Select appropriate box.)

- ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 5(A).
- ☒ The Parties may extend the term of this Agreement for one (1) additional twenty four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 8 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 6.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 8 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a County Event of Default as set out above, Contractor shall provide written notice of such County Event of Default to the County ("Notice to Cure"), and the County shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the County Event of Default described in the written notice.
3. Termination for Cause by Contractor. In the event the County fails to cure a County Event of Default as authorized herein, Contractor may terminate this Agreement in whole or in part effective on receipt by the County of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the Contractor.

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

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

8. Confidential Information and Public Records.

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

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

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

9. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

11. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

12. Liability and Insurance.

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

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in Exhibit A, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by

written notice to Contractor's Project Manager. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

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

B. Assignment. (Select appropriate box.)

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

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 8, 9, 12.

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

For County:

Attn: _____

For Contractor:

Attn: _____

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
cc: Purchasing Director

18. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

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

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

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto. The County Administrator shall be authorized to execute amendments to this Agreement for the County for any amendment decreasing Services Fees or increasing Services Fees not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, amending the scope of the Services without any change to the Services Fees.

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

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

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

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

(Signature Page Follows)

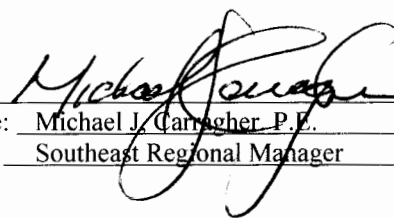
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

[CONTRACTOR]

by and through its _____

By: _____

By:  _____

Name: Michael J. Carragher P.E.

Title: Southeast Regional Manager

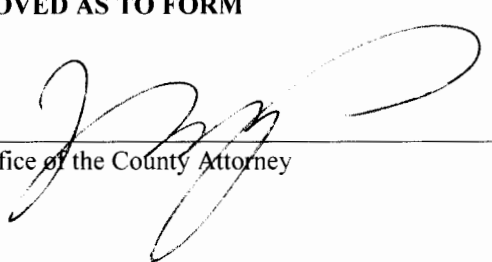
ATTEST:

KEN BURKE, CLERK OF COURT

By: _____

Deputy Clerk

APPROVED AS TO FORM

By:  _____

Office of the County Attorney

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 2013 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Entrix, Inc. D/B/A Cardno Entrix, ("Contractor") (individually, "Party," collectively, "Parties").

W I T N E S S E T H:

WHEREAS, the County requested proposals pursuant to RFP 123-0445-P ("RFP") for Environmental Planting, Monitoring & Maintenance services; and

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

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

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

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article 1 of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in _____ NA _____, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference and as specifically described in the scope of work of the Invitation to Quote pursuant to which Contractor performs Services. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto. As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.

B. Services Requiring Prior Approval. Work on Services requiring prior County approval as provided in Exhibit A, or any Additional Services, shall not be commenced until Contractor submits a written proposal describing the scope of the work, the cost, if applicable, and the completion schedule, if applicable, and the Contract Administrator approves the proposal in writing.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in Exhibit A attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate as provided in Exhibit A attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

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

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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

3. Personnel.

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

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

4. Compensation of and Method of Payment.

A. Services Fee. The County agrees to pay the Contractor the annual sum of not-to-exceed \$_____, payable based on the options selected below ("Services Fee") pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this amount constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid pursuant to one of the options selected below exceed the not-to-exceed sum set out in this subsection A, unless the Parties agree to increase this sum by written amendment as authorized in Section 20 of the Agreement (select appropriate box).

☐ For the term commencing on _____, 201____, and ending on _____, 201____, County agrees to pay the Contractor the annual Services Fee of not-to-exceed \$_____ for Services completed and accepted as provided in Section _____ herein, payable in equal monthly payments of \$_____ on the first day of the month commencing on _____, 201____, upon submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor on a fixed-fee basis for all Services completed and accepted as provided in Section 14 herein. The deliverables and the fixed fees payable are set out in Exhibit B, and are payable upon completion, and acceptance of the deliverables if applicable, and submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor at (select appropriate box):

☐ the hourly rate of \$_____; or

☐ the hourly rates set out in Exhibit _____ attached hereto.

Payment of the hourly rate Services Fee shall be due upon completion and acceptance of the Services and submittal of an invoice as required herein.

☒ Other:

As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party, and Contractor shall be compensated in accordance with Contractor's quote, the Purchase Order and the terms of this Agreement.

B. Travel Expenses. (Select appropriate box.)

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

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$_____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and County Travel Policy, and as approved in writing in advance by _____.

C. Tax Exempt Status. Contractor acknowledges that the County is a tax exempt entity.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County to (select appropriate box):

☒ the County Project Manager as set out in Section 17 herein; or

☐ as provided in Exhibit _____ attached hereto.

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

5. Term of Agreement.

A. Initial Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect until expiration of the term of the Agreement or termination of the Agreement as provided herein, whichever occurs first, and except as provided in Section 16. The initial term of this Agreement shall begin (select appropriate box):

- ☒ on the Effective Date
- ☐ on _____

and shall continue (select appropriate box):

- ☒ for a period of thirty six (36) months
- ☐ through _____.

unless terminated or extended in accordance with the provisions of this Agreement.

B. Term Extension. (Select appropriate box.)

- ☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 5(A).
- ☒ The Parties may extend the term of this Agreement for one (1) additional twenty four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 8 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.
2. Cure Provisions. Upon the occurrence of a Contractor Event of Default as set out above, the County shall provide written notice of such Contractor Event of Default to Contractor ("Notice to Cure"), and Contractor shall have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the Contractor Event of Default described in the written notice.
3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 6.A.1.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 8 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

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

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

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

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

8. Confidential Information and Public Records.

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

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

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

9. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

11. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

12. Liability and Insurance.

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

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in Exhibit A, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by

written notice to Contractor's Project Manager. If a deliverable is rejected, the written notice from the County will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

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

B. Assignment. (Select appropriate box.)

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

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 8, 9, 12.

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

For County:

Attn: _____

For Contractor: Cardno ENTRIX

Attn: Eva E Bailey
3905 Crescent Park Dr.
Riverview, FL 33578

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
cc: Purchasing Director

18. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

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

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

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto. The County Administrator shall be authorized to execute amendments to this Agreement for the County for any amendment decreasing Services Fees or increasing Services Fees not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, amending the scope of the Services without any change to the Services Fees.

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

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

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

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

(Signature Page Follows)

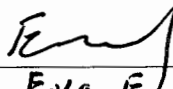
IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written.

PINELLAS COUNTY, FLORIDA

by and through its _____

[CONTRACTOR] Cardno ENTRIX

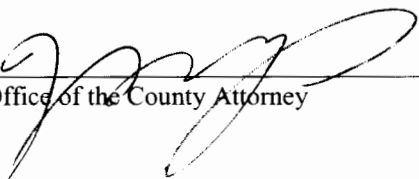
By: _____

By: 
Name: Eva E Bailey
Title: VP

ATTEST:
KEN BURKE, CLERK OF COURT

By: _____
Deputy Clerk

APPROVED AS TO FORM

By: 
Office of the County Attorney

AGREEMENT

THIS AGREEMENT is made as of this _____ day of _____, 2013 ("Effective Date"), by and between Pinellas County, a political subdivision of the State of Florida ("County"), and Water & Air Research, Inc., ("Contractor") (individually, "Party," collectively, "Parties").

WITNESSETH:

WHEREAS, the County requested proposals pursuant to RFP 123-0445-P ("RFP") for Environmental Planting, Monitoring & Maintenance services; and

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

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

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

1. Definitions.

A. "Agreement" means this Agreement, including all Exhibits, which are expressly incorporated herein by reference, and any amendments thereto.

B. "County Confidential Information" means any County information deemed confidential and/or exempt from Section 119.07, Florida Statutes, and Section 24(a), Article I of the Florida Constitution, or other applicable law, including, but not limited to, data or information referenced in NA, and any other information designated in writing by the County as County Confidential Information.

C. "Contractor Confidential Information" means any Contractor information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes, and is designated in this Agreement or in writing as a trade secret by Contractor (unless otherwise determined to be a public record by applicable Florida law). Notwithstanding the foregoing, Contractor Confidential Information does not include information that: (i) becomes public other than as a result of a disclosure by the County in breach of the Agreement; (ii) becomes available to the County on a non-confidential basis from a source other than Contractor, which is not prohibited from disclosing such information by obligation to Contractor; (iii) is known by the County prior to its receipt from Contractor without any obligation or confidentiality with respect thereto; or (iv) is developed by the County independently of any disclosures made by Contractor.

D. "Contractor Personnel" means all employees of Contractor, and all employees of subcontractors of Contractor, who are providing the Services at any time during the project term.

E. "Services" means the work, duties and obligations to be carried out and performed by Contractor under this Agreement, as described throughout this Agreement and as specifically described in Exhibit A, Scope of Work, attached hereto and incorporated herein by reference and as specifically described in the scope of work of the Invitation to Quote pursuant to which Contractor performs Services. As used in this Agreement, Services shall include any component task, subtask, service, or function inherent, necessary, or a customary part of the Services, but not specifically described in this Agreement, and shall include the provision of all standard day-to-day administrative, overhead, and internal expenses, including labor, materials, equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in this Agreement.

2. Services.

A. Services. The County retains Contractor, and Contractor agrees to provide the Services. All Services shall be performed to the satisfaction of the County, and shall be subject to the provisions and terms contained herein and the Exhibits attached hereto. As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party.

B. Services Requiring Prior Approval. Work on Services requiring prior County approval as provided in Exhibit A, or any Additional Services, shall not be commenced until Contractor submits a written proposal describing the scope of the work, the cost, if applicable, and the completion schedule, if applicable, and the Contract Administrator approves the proposal in writing.

C. Additional Services. From the Effective Date and for the duration of the project, the County may elect to have Contractor perform Services that are not specifically described in Exhibit A attached hereto but are related to the Services ("Additional Services"), in which event Contractor shall perform such Additional Services on a time and materials basis, at an hourly rate as provided in Exhibit A attached hereto. Contractor shall commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

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

E. Independent Contractor Status and Compliance with the Immigration Reform and Control Act. Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach of the Agreement.

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

3. Personnel.

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

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

4. Compensation of and Method of Payment.

A. Services Fee. The County agrees to pay the Contractor the annual sum of not-to-exceed \$ _____, payable based on the options selected below ("Services Fee") pursuant to the terms and conditions as provided in this Agreement. It is acknowledged and agreed by Contractor that this amount constitutes a limitation upon County's obligation to compensate Contractor for such Services required by this Agreement, but does not constitute a limitation upon Contractor's obligation to perform all of the Services required by this Agreement. In no event will the Services Fee paid pursuant to one of the options selected below exceed the not-to-exceed sum set out in this subsection A, unless the Parties agree to increase this sum by written amendment as authorized in Section 20 of the Agreement (select appropriate box).

☐ For the term commencing on _____, 201____, and ending on _____, 201____, County agrees to pay the Contractor the annual Services Fee of not-to-exceed \$ _____ for Services completed and accepted as provided in Section _____ herein, payable in equal monthly payments of \$ _____ on the first day of the month commencing on _____, 201____, upon submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor on a fixed-fee basis for all Services completed and accepted as provided in Section 14 herein. The deliverables and the fixed fees payable are set out in Exhibit B, and are payable upon completion, and acceptance of the deliverables if applicable, and submittal of an invoice as required herein.

☐ County shall pay the Services Fee to the Contractor at (select appropriate box):

☐ the hourly rate of \$ _____; or

☐ the hourly rates set out in Exhibit _____ attached hereto.

Payment of the hourly rate Services Fee shall be due upon completion and acceptance of the Services and submittal of an invoice as required herein.

☒ Other:

As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party, and Contractor shall be compensated in accordance with Contractor's quote, the Purchase Order and the terms of this Agreement.

B. Travel Expenses. (Select appropriate box.)

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

☐ The County shall reimburse the Contractor the sum of not-to-exceed \$ _____ for the travel expenses incurred in accordance with Section 112.061, Florida Statutes, and County Travel Policy, and as approved in writing in advance by _____.

C. Tax Exempt Status. Contractor acknowledges that the County is a tax exempt entity.

D. Payments. Contractor shall submit invoices for payments due as provided herein and authorized reimbursable expenses incurred with such documentation as required by County to (select appropriate box):

☒ the County Project Manager as set out in Section 17 herein; or

☐ as provided in Exhibit _____ attached hereto.

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

5. Term of Agreement.

A. Initial Term. This Agreement shall take effect on the Effective Date and shall remain in full force and effect until expiration of the term of the Agreement or termination of the Agreement as provided herein, whichever occurs first, and except as provided in Section 16. The initial term of this Agreement shall begin (select appropriate box):

☒ on the Effective Date

☐ on _____

and shall continue (select appropriate box):

☒ for a period of thirty six (36) months

☐ through _____.

unless terminated or extended in accordance with the provisions of this Agreement.

B. Term Extension. (Select appropriate box.)

☐ The term of this Agreement may not be extended. All Services shall be completed by the expiration of the initial term as defined in 5(A).

☒ The Parties may extend the term of this Agreement for one (1) additional twenty four (24) month period pursuant to the same terms, conditions, and pricing set forth in the Agreement by mutually executing an amendment to this Agreement, as provided herein.

6. Termination.

A. Contractor Default Provisions and Remedies of County.

1. Events of Default. Any of the following shall constitute a "Contractor Event of Default" hereunder: (i) Contractor fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement; (ii) Contractor breaches Section 8 (Confidential Information); (iii) Contractor fails to gain acceptance of a deliverable per Section 14, if applicable, for two (2) consecutive iterations; or (iv) Contractor fails to perform or observe any of the other material provisions of this Agreement.

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

3. Termination for Cause by the County. In the event that Contractor fails to cure a Contractor Event of Default as authorized herein, or upon the occurrence of a Contractor Event of Default as specified in Section 6.A.I.(iii), the County may terminate this Agreement in whole or in part, effective upon receipt by Contractor of written notice of termination pursuant to this provision, and may pursue such remedies at law

or in equity as may be available to the County.

B. County Default Provisions and Remedies of Contractor.

1. Events of Default. Any of the following shall constitute a "County Event of Default" hereunder: (i) the County fails to make timely undisputed payments as described in this Agreement; (ii) the County breaches Section 8 (Confidential Information); or (iii) the County fails to perform any of the other material provisions of this Agreement.

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

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

C. Termination for Convenience. Notwithstanding any other provision herein, the County may terminate this Agreement, without cause, by giving thirty (30) days advance written notice to the Contractor of its election to terminate this Agreement pursuant to this provision.

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

8. Confidential Information and Public Records.

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

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

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

9. Audit. Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

10. Compliance with Laws. Contractor shall comply with all applicable federal, state, county and local laws, ordinances, rules and regulations in the performance of its obligations under this Agreement, including the procurement of permits and certificates where required, and including, but not limited to, laws related to Workers' Compensation, occupational safety and health and the environment, equal employment opportunity, and privacy of medical records or information.

11. Public Entities Crimes. Contractor is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, and represents to County that Contractor is qualified to transact business with public entities in Florida.

12. Liability and Insurance.

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

B. Indemnification. Contractor agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the County, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the County, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of Contractor; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; except only such injury or damage as shall have been occasioned by the sole negligence of the County.

C. Liability. Neither the County nor Contractor shall make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the County nor Contractor shall be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The County shall have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by Contractor of its business, whether caused by Contractor's negligence or willful action or failure to act.

D. Contractor's Taxes. The County will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon Contractor or Contractor's assets, or upon the County in connection with Services performed or business conducted by Contractor. Payment of all such taxes and liabilities shall be the responsibility of Contractor.

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

14. Acceptance of Services. For all Services deliverables that require County acceptance as provided in Exhibit A, the County, through the Contract Administrator or designee, will have ten (10) calendar days to review the deliverable(s) after receipt or completion of same by Contractor, and either accept or reject the deliverable(s) by written notice to Contractor's Project Manager. If a deliverable is rejected, the written notice from the County

will specify any required changes, deficiencies, and/or additions necessary. Contractor shall then have seven (7) calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the County, who will then have seven (7) calendar days to review and approve, or reject the deliverable(s); provided however, that Contractor shall not be responsible for any delays in the overall project schedule that result from the County's failure to timely approve or reject deliverable(s) as provided herein. Upon final acceptance of the deliverable(s), the County will accept the deliverable(s) in writing.

15. Subcontracting/Assignment.

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

B. Assignment. (Select appropriate box.)

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

☒ This Agreement, and all rights or obligations hereunder, shall not be assigned, transferred, or delegated in whole or in part, including by acquisition of assets, merger, consolidation, dissolution, operation of law, change in effective control of the Contractor, or any other assignment, transfer, or delegation of rights or obligations, without the prior written consent of the County. The Contractor shall provide written notice to the County within fifteen (15) calendar days of any action or occurrence assigning the Agreement or any rights or obligations hereunder as described in this section. In the event the County does not consent to the assignment, as determined in its sole discretion, the purported assignment in violation of this section shall be null and void, and the County may elect to terminate this Agreement by providing written notice of its election to terminate pursuant to this provision upon fifteen (15) days notice to Contractor.

16. Survival. The following provisions shall survive the expiration or termination of the Term of this Agreement: 6, 8, 9, 12.

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

For County:

Attn:

For Contractor:

Attn: E. Lynn Mosura-Bliss
Water & Air Research, Inc.
6821 SW Archer Road
Gainesville, FL 32608

with a copy to:
Purchasing Director
Pinellas County Purchasing Department
400 South Fort Harrison Avenue
Clearwater, FL 33756
cc: Purchasing Director

18. Conflict of Interest.

A. The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest shall be employed by Contractor during the agreement term and any extensions.

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

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

20. Amendment. This Agreement may be amended by mutual written agreement of the Parties hereto. The County Administrator shall be authorized to execute amendments to this Agreement for the County for any amendment decreasing Services Fees or increasing Services Fees not more than the sums authorized in Section 2-62(a)(1), Pinellas County Code, amending the scope of the Services without any change to the Services Fees.

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

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

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

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

(Signature Page Follows)

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

PINELLAS COUNTY, FLORIDA
by and through its

[CONTRACTOR]

Water & Air Research, Inc.



By:

By:

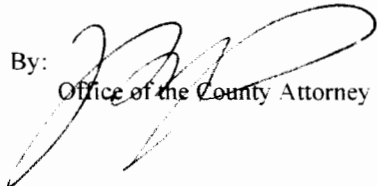
Name: Teresa L. Collins

Title: Senior Vice President

ATTEST:
KEN BURKE, CLERK OF COURT

By:
Deputy Clerk

APPROVED AS TO FORM

By: 
Office of the County Attorney

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES**SCOPE OF WORK****1. SERVICES TO BE PERFORMED**

Services could include environmental planting, monitoring and reporting and maintenance services, associated with various Pinellas County Capital Improvement Projects. Specific services include an initial evaluation of existing plans, site preparation; purchasing, delivery and installation of quality suitable plants; and all materials and equipment necessary to satisfactorily plant and maintain the areas along with permit reporting. Subsequent to site preparation and planting, maintenance of the installed material and biological monitoring reports will be required in accordance with permit conditions, typically for five (5) years, or until the site is released from monitoring.

The work areas may include storm water treatment ponds, wetland mitigation and/or upland enhancement areas, and associated maintenance access berms. The entire project area is approximately XX acres. See Exhibit A – Planting Plans.

Delays in Start of Work: This contract may be subject to an adjustment to the term of the contract in the event that the County experiences delays with project construction or other related activities affecting the start of the Contractors work.

Each project will have a designated COUNTY REPRESENTATIVE (to be determined):

XXX
 Transportation & Stormwater Division
 Department of Environment & Infrastructure
 22211 US Highway 19 North
 Clearwater, FL 33765
 (727) 464-5919 / Fax (727) 464-8905
 Email: XXX

2. REQUIREMENTS

Contractor is required to:

Secure at their own expense, all fully qualified and authorized personnel necessary to complete the work of these specifications.

- A. Contractor shall have an Environmental Scientist with a 4 year degree supported by major course work in physical, natural or biological science, ecology, environmental engineering or related field. Also, this person should have applicable professional experience in wetland ecology, storm water management and monitoring environmental permit conditions.
- B. Contractor shall have a State Certified Licensed Public Applicator in the Natural Areas Weed Management Category 21 and Aquatic Category 5A. This person shall be on site to oversee applications.
- C. Provide proof of a staff person that is a certified herbicide applicator holding current license(s) from the Florida Department of Agriculture and Consumer Services for Aquatic and Natural Area Weed Management categories and who will be on site during all herbicide applications.

Certification/licenses shall accompany the Quote submittal.
- D. Personnel qualified to perform Florida Department of Environmental Protection Standard Operating Procedure Stream Condition Index SCI 1000 assessments.
- E. Site Visit: It shall be the CONTRACTOR'S responsibility to visit the project site and become familiar with the site conditions of these specifications prior to quote submittal. Allowances will not be made for CONTRACTORS who do not take into account all necessary work.
- F. Identify any subcontractor(s) that are proposed to perform any part of the services of this contract on the Quote Summary page.

- G. Identify the estimated calendar days to complete Site Preparation and Environmental Planting work on the Quote Summary page.
- H. Provide pricing (See sample **Exhibit C** – Plant Materials Worksheet. This Worksheet shall accompany the Quote submittal per Paragraph 7B)
- I. Thoroughly review updated Insurance Requirements of this contract.

3. REGULATORY COMPLIANCE

The CONTRACTOR shall be responsible for maintaining current knowledge of all applicable local, state, and federal rules and regulations, which govern the CONTRACTOR'S work. The CONTRACTOR shall also comply with all applicable governing specifications, regulations, documents, or controlling law of any governmental agency having jurisdiction over any part of the PROJECT.

4. PRE-COMMENCEMENT MEETING

CONTRACTOR shall perform the following:

- A. Determine the specific scope of work as required herein and as identified in the attached Exhibit A example.
- B. Participate in a coordination meeting between the COUNTY REPRESENTATIVE and the CONTRACTOR before start of each contract. This meeting will require the CONTRACTOR and the COUNTY REPRESENTATIVE to complete a field evaluation of the area.

5. SITE PREPARATION

- A. The work specified under this Section consists of the initial preparation of the project site(s) by the removal of undesirable species from the areas shown on the plans to zero percent (0%) level.
- B. The CONTRACTOR shall cause the undesirable species, through physical removal, chemical treatment, or other means, to cease to exist in a living state within the project area(s). Removal must be done in a manner so as not to hinder the survival and growth of planted or naturally occurring desirable species. If chemicals are utilized (non-toxic to aquatic systems) proper selective herbicide procedures shall be used by registered aquatic applicators licensed in accordance with the applicable laws/regulations/permits.
- C. The COUNTY will provide the CONTRACTOR with keys to all fenced sites. The CONTRACTOR shall be responsible for securing same when departing.
- D. Work shall include the following:
 - 1) Mobilization to begin work on the project, including but not limited to those operations necessary for the movement of personnel, equipment, supplies and incidentals to the project site(s), and for the establishment of safety equipment and first aid supplies and sanitary and other facilities as required.
 - 2) Removal and disposal of undesirable species as specified herein and as indicated in the plans. The CONTRACTOR shall effectively remove the undesirable vegetative species and shall ensure that the presence of the undesirable vegetative species is contained at zero percent (0%) level until the start of environmental planting specified in this contract.
 - 3) The undesirable species and dead or decaying plants shall be removed from the ground within ten (10) days of their removal by the CONTRACTOR and disposed in areas provided by the CONTRACTOR.
 - 4) Completion of the effective removal must be accomplished prior to any plant installation.
 - 5) Undesirable Species shall mean Vegetation which is not conducive to or which inhibits or prevents the successful establishment of the desired vegetative community. Species classified as undesirable may include, but are not limited to those plants listed in the current Florida Exotic Pest

Plant Council's List of Invasive Species, as directed by the COUNTY'S REPRESENTATIVE. Maintenance of nuisance species control for storm water facilities shall be accomplished in a manner consistent with their function, i.e., it should not compromise the required littoral shelf vegetative coverage.

6. ENVIRONMENTAL PLANTING

The work specified under this Section consists of the furnishing and installing of herbaceous plants, trees, and/or shrubs of the species, size and quantity indicated in the design plans issued for the PROJECT.

The CONTRACTOR shall perform or comply with:

- A. Participate in a pre-planting meeting to be held between the COUNTY and the CONTRACTOR before work starts.
- B. Furnish and install all herbaceous plants, trees, and/or shrubs specified to be installed in those areas identified in the plans. Specific plant materials are identified on Planting Plans. **(See example Exhibit A)**
- C. Furnish and apply all other material including water and such accessory items as may be required to facilitate the planting and establishment of all herbaceous plants, trees, and/or shrubs specified to be installed.
- D. Tree base protectors shall be placed around trees installed under this Section, if required. Tree protectors shall be constructed of spiral wound plastic sheathing to expand automatically with the trees growth. Sheaths must extend vertically from the ground at the base of the trees to a minimum height of twelve inches (12"). Gaps in coverage shall be no greater than one-eighth (1/8") between wraps.
- E. Plant materials shall originate from USDA Plant Hardiness Zones 9a or 9b, or as approved by the COUNTY REPRESENTATIVE.
- F. Begin plant installation within fifteen (15) days from completing removal of undesirable species.
- G. All herbaceous plants, trees, and/or shrubs are to be nursery grown, FLORIDA GRADE NO. 1 OR BETTER, or conform to the acceptable "Standards for Wetland Plants", as applicable, and as provided in the LATEST EDITION OF FLORIDA GRADES & STANDARDS FOR NURSERY PLANTS, FLORIDA DEPARTMENT OF AGRICULTURE & CONSUMER SERVICES. Herbaceous plants, trees, and/or shrubs shall be installed no later than twenty-four (24) hours after delivery to the site or provisions shall be made for keeping them shaded and watered.
- H. Subject to the availability of herbaceous plants, trees, and/or shrub species, certain substitutions may be allowed upon written approval from the COUNTY. Where such substitutions are requested by the CONTRACTOR, the substitutions shall be at no additional expense to the COUNTY. Requests for substitution should be submitted at the Pre-planting meeting or in a manner that does not adversely affect the planting schedule.
- I. Plant material shall be installed at the soil depths at which it was originally grown. Substrate shall be watered and/or packed to eliminate air pockets.
- J. All trees and shrubs must be installed with the main trunk plumbed to vertical, with staking provided as necessary to ensure this. Material used to secure staking to the trunk must be flexible and allow for proper trunk taper development.
- K. Plant material must be inspected and accepted on site by the County Representative prior to installation. Shipping invoices, delivery tickets, or other documentation which details species, quantities and sizes of material being installed must be provided at the time of inspection.

- L. Notwithstanding plan locations, a minimum horizontal clearance of ten (10) feet should be provided adjacent to all structures, including inflow pipes, outfall structures, riprap, end walls and fence gates for any installed trees or shrubs. This is both for the purpose of not restricting access, as well as for providing suitable conditions for root and branch development.
- M. Plant material shall be shipped to the site in enclosed vans or covered with woven shade tarp.
- N. Container trees should have few, if any, roots on the outside surface of the media.
- O. All string, wire, tape or other material wrapped around the trunk must be removed prior to installation.
- P. Irrigation of the planting areas is required depending upon weather conditions antecedent to, during, and after plant installation.
- Q. Be responsible for ensuring one hundred percent (100%) survival of all installed herbaceous plants, trees, and shrubs until the planting phase is completed and accepted by the County. The CONTRACTOR shall also replace any and all herbaceous plants, trees, and/or shrubs that have deteriorated below the level of Standards for Wetland Plants.
- R. Ensure the presence of undesirable vegetative species is contained at the zero percent (0%) level.
- S. Be responsible for ensuring no turbid water (29 N.T.U.'s above background for non-OFW and zero (0) N.T.U.'s above background for OFW) generated by the CONTRACTOR'S activities will be discharged from the project area(s).
- T. Upon completion of the planting phase of the PROJECT, the CONTRACTOR shall notify the COUNTY in writing and, upon acceptance of the planting phase, prepare the planting summary.
- U. Acceptance of the Planting Phase of the Project shall mean the written acceptance by the COUNTY of the plantings installed in accordance with the plans and specifications. Such acceptance by the COUNTY shall not relieve the CONTRACTOR of the responsibility to continue to maintain the planted areas during the maintenance period.

7. ENVIRONMENTAL MAINTENANCE

- A. The CONTRACTOR shall effectively remove undesirable species within the PROJECT area. At any time during the maintenance period, the CONTRACTOR shall ensure that the presence of the undesirable species is contained at the five percent (5%) or less level. Maintenance events shall be performed at the frequency necessary to ensure the specified levels of undesirable species.
- B. Furnish and install all herbaceous plants, trees, and/or shrubs, within the PROJECT area to maintain the survival levels specified herein.
- C. Furnish and apply all other material including water and such accessory items as may be required to facilitate the continued establishment and success of all herbaceous plants, trees, and/or shrubs specified to be maintained.
- D. Staking and associated ties are to be removed when the tree/shrub is capable of supporting itself in an upright position, generally one year after planting.
- E. Ensure that the survival level of all installed plant/vegetation is maintained at ninety percent (90%) or greater (post County acceptance), per site, during the maintenance period. Replanting of all herbaceous plants, trees, and/or shrubs shall conform to the requirements in the Environmental Planting section of this Agreement. A summary of replants installed shall be submitted to the COUNTY in the written maintenance report. The cost for replants shall be included in the price for Maintenance of Environmental Areas.
- F. Remove and properly dispose of trash and debris from within the entire project area during each maintenance activity.
- G. Perform the specified work in a manner that does not block or obstruct water flow into, through, or out of the project area shown on the plans.

- H. The CONTRACTOR shall preserve and protect all desirable vegetation not designated for removal. The CONTRACTOR shall be solely responsible for replanting all desirable vegetation damaged by the careless operation of herbicide equipment or the unauthorized cutting, weed-eating, removal, disposal, or damage to trees and shrubs. The CONTRACTOR is also solely responsible for any property damage due to the careless operation of the Contractor's equipment.
- I. A written summary of maintenance activities shall be submitted to the COUNTY using the attached Exhibit B - Maintenance Report form with each invoice.

8. ENVIRONMENTAL MONITORING

The work specified under this Section consists of all monitoring activities required to comply with the environmental permits of this Contract.

A. The CONTRACTOR shall furnish (example) reports as follows:

- 1. Environmental Monitoring Reports in the format as shown in the issued permits directly to the COUNTY ten (10) days prior to the due date as specified in the SWFWMD permit(s) of attached Exhibit D. A draft copy shall be provided to the County prior to finalization of the report. Upon acceptance and finalization, a copy of the report is to be provided to each relevant agency and to the County. Copies of transmittal letters shall also be provided to the County.

Examples of required reports are:

- 1 Wetland Mitigation Completion Report
- 1 Annual Report for Year One (1)
- 1 Annual Report for Year Two (2)
- 1 Annual Report for Year Three (3)
- 1 Annual Report for Year Four (4)
- 1 Annual Report for Year Five (5)

- 2. The above reports shall include the following support material where appropriate.

- a. Videos, optional.
- b. Photographs, required.
- c. Field Notes, required.

9. OTHER REQUIREMENTS

The CONTRACTOR shall acknowledge that he has satisfied himself as to the nature and location of the work; the general and local conditions, including, but not restricted to those bearing upon transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, and roads; and uncertainties of weather, river stages, tides or similar physical conditions at the site; the confirmation and conditions of the ground; and the character of equipment and facilities needed to perform the work.

The request to use herbicides shall be provided to the COUNTY REPRESENTATIVE prior to use. The request shall include the Material Safety Data Sheet (MSDS), the manufacturer's label, the intended location of use, and the method of application. The CONTRACTOR or Sub-contractor shall possess any and all licenses mandated by the State of Florida, Department of Agricultural and Consumer Services concerning the use and/or application of herbicide. Proof of these licenses must be provided if requested by the COUNTY REPRESENTATIVE prior to any application.

Comply with all local, state and federal regulations concerning the application of all herbicides. Spraying shall be done at times when winds are low to avoid any chemical drift according to manufacturer's recommendations. The CONTRACTOR will be responsible for any damage to COUNTY property or adjoining public or private property as a result of chemical drift and/or chemical spill. Public notification placard(s) shall be placed at all sites following herbicide applications.

A minimum of one (1) CONTRACTOR's field crew applying chemicals MUST be licensed in accordance with all federal, state and local licensing requirements. This person(s) shall be on-site during any application.

10. UNSPECIFIED SERVICES

This paragraph provides a funding source to address additional minor unexpected purchases not listed elsewhere in this specification. These purchases require negotiation with the Contractor and require prior authorization from the County Representative. There is no guarantee that the funds identified at the Quote Summary page will be required.

Unspecified services may include, for example, expanded planting or maintenance areas, additional plant materials, or increased frequencies of services.

Fees for UNSPECIFIED SERVICES shall be invoiced separately, and shall be due and payable in full upon the presentation of an invoice and satisfactory evidence that the corresponding services have been performed. There is no guarantee that these services will be required.

11. FIRMS AND INDIVIDUALS PROVIDING SUBCONTRACTED SERVICES

The CONTRACTOR shall be responsible for ensuring that all Subcontractors for any subcontracted work are qualified in accordance with COUNTY requirements. The COUNTY reserves the right to review the qualifications of any and all Subcontractors and to reject any Subcontractor deemed not qualified to perform the services. **All Subcontractors shall be disclosed on the Quote submittal page.**

The CONTRACTOR'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S authorized representative to permit evaluation and verification of any invoices, payments or claims submitted by the CONTRACTOR or any of his payees. 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. 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.

For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S authorized representative shall have access to said records for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONTRACTOR.

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

13. OWNERSHIP OF PROJECT DOCUMENTS

Upon completion or termination of this project, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONTRACTOR under this project, if requested, shall be delivered to and become the property of the COUNTY. The CONTRACTOR at his own expense may retain copies for his files and internal use.

14. PROCESSING OF INVOICES & REPORTS

Reports: All progress maintenance reports (**Exhibit B**) shall be mailed (preferably via email) to the attention of the COUNTY'S REPRESENTATIVE as identified on page one of these specifications, along with a copy of the associated invoice.

Invoices: The following guidelines apply:

- Submit invoice only upon acceptance of work or materials.
- All invoices must reference the Standard Purchase Order number issued against the Blanket Purchase Order that will be established for this contract.
- Invoices shall identify the individual bid items with extended quantities and pricing.
- Unspecified Monies shall be identified as a separate line item on the invoice. Use of these monies requires prior authorization.

All invoices shall be forwarded to following address:

Finance Division Accounts Payable
Board of County Commissioners Pinellas County
P.O. Box 2438
Clearwater, FL 33756

Or via email to: FinanceAccountsPay@pinellascounty.org with the word INVOICE in the subject line.

Should an invoice amount exceed the total of that service, the COUNTY may require the CONTRACTOR to submit additional information to support the invoice.

SAMPLE

EXHIBIT A

MAP OF PROJECT AREA

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

Project Name

(See Cover Sheet of Planting Plans)

SAMPLE

EXHIBIT B

MAINTENANCE REPORT (Submit with invoice)

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

Project Name _____

Date: _____ Day of Week: _____ Contract or P.O. # _____

List each applicator's first & last names, spray license information, the time they started, time they ended, and total worked for all applicators. This also applies to manual/mechanical efforts.

Name	Applicator License #	Aquatics	Natl. Areas Mgmt	Expiration Date	Time In	Time Out	Hours Worked
Total Hours Worked:							

List the names of all plants targeted (per EPPC list or approved additions), control method (cut stump, basal bark, hand pulled, mechanical), number of plants controlled, herbicide used (if any), rate and quantity of herbicide used.

Name of Target Plant	Control Method	# Plants Controlled	Herbicide Name	Application Rate (%)	Quantity Used (Gallons)

Weather Conditions

Sunny	Cloudy	Rainy		Wind		Temperature (°F)
		Start Time	End Time	Speed	Direction (from)	
Comments:						

General / Other Comments: _____

Contractor's Signature: _____ Date: _____

SAMPLE

EXHIBIT C

PLANT MATERIALS WORKSHEET

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

Project Name

This worksheet shall accompany the quote.

	COMMON NAME	SPECIES	SIZE	QTY.	UNIT COST	TOTAL
1.					\$	\$
2.					\$	\$
3.					\$	\$
4.					\$	\$
5.					\$	\$
6.					\$	\$
7.					\$	\$
8.					\$	\$
9.					\$	\$
10.					\$	\$
11.					\$	\$
12.					\$	\$
13.					\$	\$
14.					\$	\$
15.					\$	\$
					\$	\$
					\$	\$
					\$	\$
					TOTAL	\$
CONTRACTOR NAME:						

SAMPLE

EXHIBIT D

PERMITS

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

Project Name

SWFWMD permit xxxxxx
USCOE permit xxxxxx

SAMPLE

QUOTE SUMMARY PAGE

ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

Project Name _____

SITE PREPARATION & ENVIRONMENTAL PLANTING			
Site Preparation / Removal of Undesirable Species		Est. Calendar Days _____	\$
Environmental Planting (Exhibit C Total)		Est. Calendar Days _____	\$
SITE PREPARATION & ENVIRONMENTAL PLANTING TOTAL			\$
ENVIRONMENTAL MAINTENANCE			
Maintenance Year 1	@ \$	Per Month x 12 Months	\$
Maintenance Year 2	@ \$	Per Month x 12 Months	\$
Maintenance Year 3	@ \$	Per Month x 12 Months	\$
Maintenance Year 4	@ \$	Per Month x 12 Months	\$
Maintenance Year 5	@ \$	Per Month x 12 Months	\$
ENVIRONMENTAL MAINTENANCE TOTAL			\$
ENVIRONMENTAL MONITORING			
Wetland Completion Report	@ \$	One	\$
Annual Reports	@ \$	1 / Year x 5 Years	\$
ENVIRONMENTAL MONITORING TOTAL			\$
SUMMARY			
SITE PREPARATION & ENVIRONMENTAL PLANTING TOTAL			\$
MAINTENANCE – ENVIRONMENTAL TOTAL			\$
MOWING – ENVIRONMENTAL TOTAL			\$ N/A
MONITORING – ENVIRONMENTAL TOTAL			\$
GRAND TOTAL			\$
UNSPECIFIED SERVICES			\$10,000.00

CONTRACTOR HAS VISITED THE SITE: ☐ YES ☐ NO

SUBMITTAL CHECKLIST	
Exhibit C – Plant Materials Worksheet	
Commercial Applicator License(s) for Herbicides	
References – Section	
Additional Qualifications per Section 3	

BIDDER SIGNATURE: _____

SUBCONTRACTOR(S): List any proposed subcontractor(s) here and the work they will perform:

Compensation of and Method of Payment

As services are required, County will solicit an Invitation to Quote outlining the scope of work and schedule requirements. The lowest responsive, responsible quote able to perform within designated timetable will be utilized. A written award of acceptance (Purchase Order), mailed or otherwise furnished to the Contractor shall result in a binding contract without further action by either party, and Contractor shall be compensated in accordance with Contractor's quote, the Purchase Order and the terms of this Agreement.

SECTION C – INSURANCE REQUIREMENTS

Notice: The Contractor/Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below (Section C) prior to recommendation for award. Failure to provide the required insurance within a ten (10) day period following the determination or recommendation of lowest responsive, responsible bidder may result in the County to vacate the original determination or recommendation and proceed with recommendation to the second lowest, responsive, responsible bidder.

The Contracted vendor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Contractor shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better. Within ten (10) calendar days after contractor's receipt of notice of award, the Contractor shall provide the County with properly executed and approved Certificates of Insurance to evidence compliance with the insurance requirements of the agreement. 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 four (4) for Additional Insured shall be attached to the certificate(s).**

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 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 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 endorsements, at any time during the RFP and/or contract period.

All policies providing liability coverage(s), other than professional liability and worker's compensation policies obtained by the Contractor and any sub-contractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.

If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificates of Insurance and endorsements shall be furnished by the Contractor to the County at least thirty (30) days prior to the expiration date.

Contracted vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Contractor from its insurer. Notice shall be given by certified mail to: Pinellas County Purchasing Department, 400 S. Ft. Harrison Avenue, 6th Floor, Clearwater, Florida 33756; and nothing contained herein shall absolve Contractor of this requirement to provide notice.

Should the Contractor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Contractor for such purchase. 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.

Each insurance policy shall include the following terms and/or conditions in the policy:

- (1) The Named Insured on the Certificate of Insurance must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.

SECTION C – INSURANCE REQUIREMENTS

- (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.

SECTION C – INSURANCE REQUIREMENTS

- (6) Any certificate 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 of insurance. The County shall have the right, but not the obligation to determine that the contractor is only using employees named on such list to perform work for the County. Should employees not named be utilized by contractor, the County, at its option may stop work without penalty to the county until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the contractor to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Contractor and sub-contractor(s).

The insurance requirements 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:

(A) Workers' Compensation Insurance

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

- (B) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operation and Personal Injury.

Limits

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

- (C) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired and non-owned vehicles. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Contractor can show that this coverage exists under the Commercial General Liability policy.

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (D) 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

SECTION C – INSURANCE REQUIREMENTS

completion of contract or "tail" coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

- 1) Bodily injury, 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

Each 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.

For herbicide and pesticide spraying operators only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: ENVIRONMENTAL PLANTING, MONITORING & MAINTENANCE SERVICES

RFP #: 123-0445-P (LN)

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
	Lisa	Mary	Mike	Belinda	Robert			
	Baltus	Barnwell	Engelman	Lambert	Miller			
Vanasse Hangen Brustlin, Inc.	860.00	860.00	890.00	890.00	875.00	4375.00	875.00	1
Cardno Entrix	875.00	857.50	890.00	890.00	857.50	4370.00	874.00	2
Water & Air Research, Inc.	840.00	822.50	840.00	840.00	840.00	4182.50	836.50	3
Earth Balance	622.50	637.50	635.00	605.00	652.50	3152.50	630.50	4
CPH, Inc.	587.50	570.00	605.00	570.00	602.50	2935.00	587.00	5
Bio-Tech Consulting, Inc.	462.50	480.00	480.00	480.00	495.00	2397.50	479.50	6
Ecological Consultants, Inc.	450.00	417.50	435.00	417.50	470.00	2190.00	438.00	7
Lake and Wetland Management	380.00	397.50	415.00	380.00	415.00	1987.50	397.50	8

Date: October 24, 2013