



April 30, 2018

Nick Mimms, P.E.
City Manager
City of Ft. Pierce, Florida
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Ft. Pierce, FL 34954

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**Subject: Contract Extension – Original Consultant Agreement Dated
December 2, 2010**

Dear Mr. Mimms:

As you are aware, Cardno's original consultant agreement had previously been extended by the FPRA. In accordance with Item 3 of the consultant agreement, the FPRA can extend the effectiveness of the agreement with Cardno as the Agency deems necessary. To allow Cardno to assist the City with preparation of the final Voluntary Cleanup Tax Credit (VCTC) application and provide miscellaneous consulting services related to the former HD King Site, and provide as needed services at the discretion of the City, Cardno respectfully requests that the Agreement be extended until June 1, 2020.

Cardno sincerely appreciates the continued opportunity to assist the City.

Sincerely,

Approved by:

Rick Hagberg, P.G.
Sr. Principal, Environmental Practice Group Leader
For Cardno
Direct Line 727 431-1549

Date: _____

RH:gs

Attachments:

Original Consultant Agreement dated December 2, 2010

CONSULTANT AGREEMENT

This Agreement is entered into this 2nd day of DECEMBER, 2010 by and between FT. PIERCE REDEVELOPMENT AGENCY, hereinafter referred to as "Agency", and CARNO TBE, hereinafter referred to as "Consultant".

WITNESSTH

WHEREAS, the Agency has received a grant agreement from the U.S. Environmental Protection Agency ("EPA") bearing Doc ID # BF-95460810-0 to cleanup hazardous substance contaminants at the former H.D. King Power Plant (the "Grant Agreement"), and

WHEREAS, Consultant acknowledges having received a copy of the Grant Agreement and that it is familiar with its terms and provisions, and

WHEREAS, the Consultant represents and warrants that it is qualified by reason of special expertise and otherwise to render services pertaining to the cleanup of hazardous substance contaminants, carrying out community involvement activities and complying with all requirements of the Grant Agreement, and

WHEREAS, the Consultant represents and warrants that it and its personnel possess all required professional and other licenses necessary to perform such work, and

WHEREAS, the Consultant is willing to provide said services upon Agency's request, subject to an executed Task Assignment as hereinafter set forth, and

WHEREAS, if the Consultant and the Agency have another executed agreement for services currently in effect, this Agreement is not intended to replace or modify such other agreement or agreements.

NOWHEREFORE, in consideration of one dollar and other good and valuable consideration the receipt and sufficiency of which is acknowledged by the parties hereto, the parties agree as follows:

1. The above WHEREAS clauses are true and correct and are incorporated herein by reference.

2. Conditions to Effectiveness of Agreement; Non-Exclusive Basis. Notwithstanding anything to the contrary contained herein, it is understood and agreed that the terms and provisions of this Agreement are entered into on a "stand by" basis and shall not become effective or binding on either party as to any specific item of work or for services unless and until the Agency shall have authorized such work and services pursuant to a written Task Assignment which has been executed by the Consultant and the Agency. Once a Task Assignment has been executed by the Agency and the

Consultant, this Agreement and the executed Task Assignment together shall constitute the complete agreement between the parties regarding the specific project set forth in the Task Assignment (subsequent Task Assignments which are executed by Agency and Consultant shall have like effect). The Consultant will not be compensated for any work or services under this Agreement unless the work and/or services have been authorized by a specific Task Assignment executed by the Consultant and the Agency. The Consultant is not authorized to perform any services or work which exceed the authorized funding amount for each Task Assignment. It is understood and agreed that this Agreement is on a non exclusive basis and Agency is free to retain any other consultant it desires to perform services related to the Grant Agreement or for the performance of any professional services whatsoever.

3. Continuing Agreement. Once this Agreement as been executed by the Agency and the Consultant it shall be a continuing agreement and shall remain in force until July 1, 2013 subject to the right in the Agency to extend the effectiveness of the Agreement through such additional time period as the Agency deems necessary in order to properly close out its Grant Agreement with EPA.

4. Scope of Services. The Consultant shall do, perform, and carry out the work and rendering services set forth in each Task Assignment in a satisfactory and professional manner, as required by Agency.

In addition to the specific responsibilities of the Consultant set forth in a Task Assignment, the Consultant is required to obtain and pay for: (i) all necessary federal, state and local permits, authorizations and inspections, and (ii) securing off-site and on-site access and obtaining valid and enforceable easements, licenses or other appropriate written consent from all property owners whose property is intended to be the site of a specific Task Assignment (and from property owners whose property must be used for access to and from the site) to permit the Consultant to perform the services and work encompassed in the Task Assignment. The Consultant shall ensure that all work and services are in compliance with all environmental and other applicable laws and regulations.

5. Consultant Fee and Costs and Condition Precedent to Agency's Obligation to Pay. The Consultant shall be paid a fee for its work and services as set forth in each Task Assignment and shall be reimbursed for costs incurred to the extent authorized in a Task Assignment.

Notwithstanding anything in this Agreement the following condition precedent to Agency's obligation to pay Consultant shall apply as to all payments under this Agreement: The Agency's obligation to pay the Consultant is subject to the condition precedent that the Agency has actually received the funds from EPA to pay Consultant for the applicable work, services and costs to be compensated. If EPA has not paid the Agency for any reason whatsoever, including but not limited to, (i) EPA's financial inability to pay, (ii) any other reason not related to the Consultant or (iii) any reason related to Consultant (such as but not limited to failure to properly perform work or

services or to comply with this Agreement or the Grant Agreement), the Consultant agrees that Agency shall not be liable for payment to the Consultant, nor be indebted to the Consultant. Consultant assumes the risk of non payment by EPA and assumes the credit risk of EPA.

6. Time Schedule for Work Performance. Consultant shall perform the services required under this Agreement pursuant to the time schedule for work performance set forth in each Task Assignment. Consultant acknowledges that timely performance of the work required hereunder is a material consideration to the Agency for entry into this Agreement and time is specifically made of the essence herein. In the event and that the Consultant does not timely perform the work required, Agency may incur damages. The Consultant shall be responsible to pay, and agrees to pay the Agency in full for all such damages within 15 days of a written demand from Agency. The Consultant will not be responsible for delays which are caused by an occurrence beyond the reasonable control of the Consultant and without its fault or negligence (or other wrongdoing) such as, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers (collectively "Excusable Delays"). Delays caused by government such as the usual delay attendant to governmental review of plans prior to issuance of permits or reasonable time periods to review the Consultant's work product in connection with a contractual relationship will not be considered Excusable Delays.

7. Record Keeping. Consultant shall maintain a detailed and accurate set of books, records, and accounts satisfactory to the Agency relating to the work performed under this Agreement and in compliance with the requirements of the Grant Agreement which books, records, and accounts shall be kept according to generally accepted accounting principles applied on a consistent basis. Said books, records, and accounts shall include an accounting of personnel time spent on each project, as well as, all other costs associated with the accomplishment of the scope of services contained in any Task Assignment and the records shall be maintained and segregated separately as to each element of work or services in a Task Assignment and as to each site and/or project for which the Consultant has been authorized to perform services or work under a Task Assignment.

The Consultant agrees to maintain all books, records, documents, accounts and reports required under this Agreement or which are related to the work or services to be performed under this Agreement or any Task Assignment or that are required by EPA ,for a period of not less than three years after the date of termination or expiration of this Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case Consultant agrees to maintain same for a longer time period and until Agency, the EPA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto or until all such litigation, appeals, claims or exceptions related thereto have been finally determined by a court or administrative agency of competent jurisdiction.

8. Termination.

A. Termination by Agency of Agreement for Cause. If, through any cause, Consultant shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Consultant shall violate any of the covenants, agreements or stipulations of this Agreement or any Task Assignment, Agency shall thereupon have the right to terminate this Agreement and any Task Assignment or Task Assignments, as applicable, by giving written notice to the Consultant of termination and specifying the effective date thereof. In that event, all finished or unfinished materials, documents, reports, plans, test results, samplings, studies, drawings, maps, work product, survey field notebooks, surveys, any other data regardless of its form or working papers or any other work product of the Consultant, shall be the Agency's property and shall be immediately delivered to the Agency. Consultant, as its sole right, shall in the event of termination for cause by Agency, be entitled to receive just and equitable compensation for any satisfactory work (as determined by Agency) completed under a Task Assignment, subject however, to a right of set off on behalf of the Agency for all damages for untimely performance and any other damages, if any, if determined by Agency to be applicable. In addition, in the event of a default by Consultant the Agency may pursue against Consultant any and all remedies as provided at law or in equity. The Consultant agrees that the Agency's termination may be a partial or total termination i.e. the Agency may terminate one or more Task Assignments while keeping others in effect.

B. Termination by the Agency of Agreement for Convenience Without Cause. In addition to Agency's right to terminate this Agreement for cause set forth above, the Agency may terminate this Agreement at any time for its convenience without any cause whether any currently issued and executed Task Assignment is in effect or not. The Agency shall provide written notice to the Consultant of such termination and specifying the effective date thereof which shall be not less than five days after the Consultant has received Agency's notice of termination. In that event, Agency and Consultant shall have the same rights, options and obligations as described in the above paragraph regarding termination for cause, except Agency shall have no right of set off against amounts owing to Consultant if the Consultant is not in default. The Consultant agrees that the Agency's termination may be a partial or total termination i.e. the Agency may terminate one or more Task Assignments while keeping others in effect.

C. Survival of Obligations of Consultant After Termination With or Without Cause by the Agency. Notwithstanding that either the Agency has terminated this Agreement (and any Task Assignments it has elected to terminate), with or without cause, the Consultant's obligations under this Agreement and any terminated Task Assignment shall continue as to the covenants and provisions in this Agreement and any terminated Task Assignment which by their nature or express provision of this Agreement or the Grant Agreement are continuing obligations of the Agency to EPA or are required in order for the Agency to be in compliance with all requirements of EPA in regard to Grant Agreement, such as, but not limited to: (i) the obligations of the Consultant to maintain books, records and accounts for a period of 3 years after termination or expiration of this Agreement and (ii) the obligations of the Consultant to provide the Agency in a timely

manner with all information and documentation in order that Agency will be able to comply with all obligations and requirements of EPA under Grant Agreement relating to all Task Assignments that have been issued by the Agency and executed by the Consultant. The Consultant agrees that the compensation that the Consultant is entitled to be paid under this Agreement for the period prior to the effective date of a termination, with or without cause, is the complete and total compensation that the Consultant is entitled to hereunder notwithstanding that the Consultant shall have continuing obligations which survive a termination.

D. Waiver of profits. Consultant agrees to waive any and all claims for lost profits or anticipated future profits in the event of a termination with or without cause.

E. Condition Precedent to Agency's Obligation to Pay. Notwithstanding the provisions of A. and B. above Consultant understands and agrees that the Agency's obligation to make any payment of compensation or costs to the Consultant in the event of termination with or without cause is subject to the condition precedent set forth in paragraph 5.

9. Changes. Agency may, from time to time, require changes in the scope of services of the Consultant to be performed under a Task Assignment. Said changes, including any increase or decrease in the amount of Consultant's compensation, which are mutually agreed upon by and between Agency and Consultant, shall be incorporated into written amendments to a Task Assignment.

10. Assignability. Consultant shall not assign, sublet or transfer any obligations, rights or interests (including without limitation, moneys that may become due or moneys that are due) under this Agreement, without the prior written consent of the Agency which Agency may grant or withhold in its sole and absolute discretion. Unless specifically stated to the contrary in any written consent to an assignment, sublet or transfer, no assignment, sublet or transfer will release or discharge the assignor or transferor from any duty or responsibility under this Agreement.

The above prohibition on assignment, sublet or transfer shall also apply to preclude the Consultant from subcontracting any work to be done under a Task Assignment without the written consent of the Agency which the Agency may grant or withhold in its sole and absolute discretion. Also, even if the Agency gives written approval to subcontract, the approval shall not be complete to authorize such subcontracting unless and until the Agency has reviewed and approved the content of the subcontract prior to its execution by the Consultant and the subcontractor. Also, unless specifically stated to the contrary in any written consent to a subcontract, no consent to subcontract given by the Agency will release or discharge the Consultant/Contractor from any duty or responsibility under this Agreement.

11. Conflict of Interest. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the services for the Agency under this Agreement. Consultant

covenants and agrees that in the performance of this Agreement no person firm or entity having said conflict of interest shall be employed, subcontracted with or utilized by the Consultant.

12. Publication, Patent, Copyright, Reproduction, Use of Material, Ownership and Delivery. No materials, documents, reports, plans, test results, samplings, studies, original drawings, maps, work product, survey field notebooks, surveys, any other data regardless of its form or working papers or any other work product of the CONSULTANT produced or obtained in connection this Agreement (all collectively in this paragraph referred to as "Work Product") shall be subject to a copyright or patent application by the Consultant. All such Work Product shall be the sole and exclusive property of the Agency. The Agency shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all of such Work Product. Consultant shall also whenever requested by Agency deliver to Agency all or any part of the Work Product requested by the Agency, whether finished or unfinished, including but not limited to at any time after the Agency may have terminated this Agreement with or without cause.

13. Audits and Inspections. At any time during normal business hours and as often as Agency may deem necessary there shall be made available to Agency for examination all of Consultant's all finished or unfinished materials, documents, reports, plans, test results, samplings, studies, drawings, papers, books, records, maps, work product, survey field notebooks, surveys, accounts, letters, tapes, photographs, films, sound recordings, data processing software, working papers, any other data, any other work product of the Consultant regardless of its form, or means of transmission made or received in connection with this Agreement including but not limited to any Task Assignment (collectively in this paragraph "Consultant Records"). Consultant will permit Agency to audit, examine and make excerpts or transcripts from such Consultant Records, and to make audits of all contracts, subcontracts, Task Assignments, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement and any Task Assignment issued hereunder. The Consultant agrees that EPA and other Federal Agencies or instrumentalities and their designated representatives as required by the Grant Agreement or EPA requirements shall have the same rights as are given to the Agency in this paragraph.

14. Public Documents. Consultant is hereby notified that compliance with Chapter 119, Florida Statutes, popularly known as the "Public Records Act." is required as it applies to all documents, papers, books, records, accounts, letters, tapes, photographs, films, sound recordings, data processing software, other materials and work product produced regardless of physical form, characteristics or means of transmission made or received in connection with this Agreement including but not limited to any Task Assignment (collectively in this paragraph "Public Records"). Consultant shall allow public access to all Public Records as required by the applicable provisions of Chapter 119, Fla. Statute. Failure by Consultant to grant such public access shall be grounds for immediate unilateral termination of this Agreement by the Agency. Notwithstanding any termination

the obligations of the Consultant under this paragraph shall survive and be continuing obligations.

~~15. Administration of Agreement on Behalf of Agency.~~ Agency hereby designates the DIRECTOR of the Agency to administer the terms and provisions of this Agreement. The DIRECTOR is given full and complete authority on behalf of the Agency regarding the administration, interpretation and application of the term and provisions of this Agreement and any Task Assignments and to require the Consultant to meet the standards set forth in this Agreement and any Task Assignments and to invoke any and all remedies, including but not limited to termination.

16. Lobbying and Litigation. The Consultant agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Consultant shall promptly submit to the Agency and the Federal Government the required certification and disclosure forms required by Title 40 CFR Part 34. The Consultant shall include the language of the foregoing provisions in all subcontracts that are approved by the Agency for all subcontracts exceeding \$100,000.00, if any. In accordance with the Byrd Anti Lobbying Amendment any recipient (meaning Consultant hereunder) of grant funds who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure. The Consultant agrees that no funds received by the Consultant under this Agreement shall be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized by existing law nor shall such funds be used for other political activities. The Consultant shall execute, and deliver to, the Agency and EPA, EPA Form 5700-53, Lobbying and Litigation Certificate and such other forms and certifications, regarding the subject matter of this paragraph, as may be required under the Grant Agreement or EPA requirements within the time deadlines as prescribed by the Grant Agreement or EPA requirements (whichever is earlier) and at any other time requested by the Agency or EPA. A termination of Consultant's services by the Agency (whether for cause or convenience) or termination by Consultant for cause (Consultant not being entitled to terminate for convenience) shall not relieve the Consultant from providing this certification(s).

17. Recycled Paper and Products Containing Recycled Materials. The Consultant agrees to use recycled paper for all reports which are prepared in connection with this Agreement. The Consultant shall comply with Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962) and the regulations issued by EPA thereunder. Consultant also agrees that if any funds disbursed to the Consultant by the Agency under a Task Assignment are for, or are used for, the purchase of any items or products, that Consultant shall, give preference in procurement to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

The Consultant agrees to use recycled paper and double sided printing for all reports which are prepared as part of this Agreement to be delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to

Standard Forms, which are printed on recycled paper and are available through the General Services Administration.

~~18. Trafficking Victim Protection Act of 2000.~~ Consultant as recipient, your employees, subrecipients under this award (such as but not limited to your subcontractors), and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award under the EPA Grant Agreement is in effect; procure a commercial sex act during the period of time that the award under the EPA Grant Agreement is in effect; or use forced labor in the performance of this Agreement or subcontracts.

Under paragraph 15 of the Administrative Conditions of the Grant Agreement EPA has the authority to terminate the Grant Agreement for violations of the above paragraph or violation of any other provision of paragraph 15. In the event of such termination by EPA, the Agency may unilaterally terminate this Agreement and any Task Assignments issued in connection herewith. Consultant shall be responsible to Agency for all damages incurred by the Agency in connection with such violation(s) and in addition the Agency shall be entitled to such other remedies as provided by law.

19. Historic Properties. The Consultant agrees to consult with the appropriate State of Florida office in the identification and evaluation of any pre-1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The Consultant agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to such pre-1946 structures. The Consultant also agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed or which satisfy the criteria for eligibility for listing (36 CFR 60.4) in the National Register of Historic Places.

Prior to conducting or engaging in any on-site activity with the potential to impact historic properties (such as invasive sampling or cleanup) the Consultant shall consult with the Agency and EPA regarding potential applicability of the National Historic Preservation Act and, if applicable, shall assist EPA in complying with any requirements of the Act and implementing regulations.

20. Suspension and Debarment. Consultant shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)". Consultant is also responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions" includes a term or condition requiring compliance with Subpart C. Consultant is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Consultant acknowledges that failing to disclose the information required by 2 CFR 180.335 may result in the delay or negation of this Agreement or pursuance of legal remedies against Consultant, including suspension and debarment.

21. Small, Minority and Women's Business Enterprises. The Consultant accepts the Minority Business Enterprise ("MBE")/Women's Business Enterprise ("WBE") Fair Share objectives/goals set forth in paragraph 10 of the Administrative Conditions of the Grant Agreement which are incorporated herein by reference. The Consultant agrees to ensure, to the fullest extent possible, that at least the applicable Fair Share objectives/goals are attained in regard to the services and work that are referenced in any Task Assignment issued in connection with this Agreement. In the event that the Consultant has received written approval from the Agency to subcontract any of the services or work outlined in any Task Assignment, the Consultant shall include in all bid documents and subcontracts: (i) the applicable Fair Share objectives/goals and the requirements of this paragraph that such Fair Share objectives/goals shall be attained to the fullest extent possible and (ii) other applicable provisions of the Grant Agreement.

If the Consultant intends to subcontract any of the services or work under any Task Assignment and has received written approval from the Agency to do so, then the Consultant agrees to follow the six affirmative steps or positive efforts stated in 40 CFR Section 33.301 and stated in the Grant Agreement, regarding the use of small, minority and women's business enterprises and retention of records documenting compliance.

The Consultant agrees (and to require all subcontractors approved by the Agency) to deliver to the Agency the necessary information for the Agency to be able to timely file with EPA form 5700-52A "MBE/WBE Utilization under Federal Grants, Cooperative Agreements and Interagency Agreements". This information must be received in writing by the Agency no later than the last day of each semi annual reporting period (March 31), and (September 30) and such information shall also be provided to the Agency and EPA at any other times requested by the Agency.

22. Compliance with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Federal, State and Local Laws and Regulations. The Consultant shall ensure that work done and services performed under any Task Assignment complies with the requirements of CERCLA 104(k) (and all other CERCLA requirements) and with all applicable federal, state, and local laws and all federal, state and local regulations and all provisions of the Grant Agreement.

Consultant is also responsible for ensuring that all work and services performed by the Consultant and its approved subcontractors are protective of human health and the environment and in compliance with the Grant Agreement and all applicable Federal and State laws.

23. Property Profile Forms. The Consultant shall submit to the Agency in a timely manner the completed Property Profile Forms (Information Collection Request Form, OMB Number 2050-0192, EPA Form 9310-3 or such other form(s) as required by EPA) for each project site so that the Agency can file these forms with EPA and provide EPA all required information in a timely manner.

24. Quality Assurance Project Plan ("QAPP"). Before beginning work or rendering the services under a Task Assignment involving site specific work that includes sampling or analysis of environmental media the Consultant must have an EPA approved Quality Assurance Project Plan. The Consultant should allow EPA adequate time (generally 45 days) for review and approval. The QAPP should be consistent with the EPA, Region 4, *"Interim Generic & Site Specific Quality Assurance Project Plan Guidance for Brownfields Site Assessments and/or Cleanups,"* February 2010 and later revisions.

The Quality Assurance Project Plan and work plan will also include a health and safety plan and a site-specific sampling plan(s). The Consultant will need to work closely with Agency, EPA and/or FDEP to review and revise their work plan in order to secure the required EPA approval in advance of performing any other services or work under any Task Assignment.

The Consultant shall properly document the completion of all activities authorized by a Task Assignment in a manner as required by EPA and including a final report from a qualified environmental professional.

25. EPA Substantial Involvement. Consultant acknowledges that EPA may elect to have Substantial Involvement as delineated in Article II B. 1. of the 2010 Brownfields Cleanup Terms and Conditions for Region 4 in regard to the work and services that the Consultant is to provide. The Consultant agrees to cooperate with the Agency and EPA to facilitate EPA's Substantial Involvement. Also, as to those provisions under Article II B. that assign responsibility to CAR (meaning the Agency) the Consultant shall cooperate with the Agency and provide Agency with such information as is required so that Agency may comply with such provisions.

26. Attorneys Fees. In addition to the indemnification paragraph set forth below, in the event that the Consultant is in default under this Agreement and the Agency finds it necessary to retain an attorney in regard thereto the Consultant shall pay all of the Agency's attorneys fees (including but not limited to attorneys fees incurred by the Agency before litigation, in litigation, in trial and appellate proceedings and post judgment proceedings, in arbitration, bankruptcy and other administrative and judicial proceedings and whether suit be brought or not) The term "attorney's fees" used in this Agreement shall include both attorney's fees and paralegal and legal assistant fees.

27. Indemnification: The Consultant agrees to indemnify, defend, save and hold harmless the Agency, its board members, officials, officers, and employees, from all claims, damages, demands, liabilities and suits of any nature (and including but not limited to reasonable attorneys fees incurred by the indemnified parties before litigation, in litigation, in trial and appellate proceedings and post judgment proceedings in arbitration, bankruptcy and other administrative and judicial proceedings and whether suit be brought or not) arising out of, because of, or related to, any negligent act, error, omission, default hereunder, or negligence or other wrongdoing or other wrongful conduct, of the Consultant, its subcontractors, agents or employees.

If the Consultant is a "design professional" as defined in Florida Statute 725.08(4) then the following provision is substituted for the above paragraph:

~~The Consultant shall indemnify and hold harmless the Agency, and its officers and employees, from liabilities, damages, losses and costs, including but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of this contract.~~

28. Insurance. The Consultant shall, at its own expense, procure and maintain until final acceptance of the work and services of Consultant, with insurers acceptable to the Agency, the types and amounts of insurance conforming to the minimum requirements set forth herein. The Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the Agency has been provided to, and approved by, the Agency. Subject to the right of the Agency, at the Agency's discretion, to require a certified copy of the insurance policy or policies, an appropriate Certificate of Insurance [which verifies inclusion of the Agency as an Additional Insured in the General Liability coverage, and Environmental Impairment (Pollution) insurance coverage, and includes thirty (30) days written notice of cancellation to Agency for all coverages] shall be satisfactory evidence of insurance provided that; there shall be delivered simultaneously with the Certificate of Insurance the actual signed endorsements to accomplish the addition of Agency as an Additional Insured as to all of the foregoing required coverages. Until such insurance is no longer required by this Agreement, the Consultant shall provide the Agency with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

Workers' Compensation/Employer's Liability Insurance

Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	"Statutory"	
Part Two:	\$ 1,000,000	Each Accident
	\$ 1,000,000	Disease - Policy Limit
	\$ 1,000,000	Disease - Each Employee

General Liability Insurance

Such insurance shall be no more restrictive than that provided by the most recent version of standard Commercial General Liability Form (ISO Form CG 00 01) without any restrictive endorsements. The Agency shall be included as an "Additional Insured" on a form no more restrictive than ISO Form CG 20 10 (Additional Insured - Owners, Lessees, or Contractors). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 General Aggregate
\$ 3,000,000 Products/Completed Operations Aggregate
~~\$ 3,000,000 Personal and Advertising Injury~~
\$ 3,000,000 Each Occurrence

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 1,000,000 Each Occurrence - Bodily Injury and Property
Damage Combined

Professional Liability Insurance

Such insurance shall be on a form acceptable to the Agency and shall cover Consultant for those sources of liability arising out of the rendering or failure to render professional services in the performance of the services required in the Agreement including any hold harmless and/or indemnification agreement. Coverage must either be on an occurrence basis; or, if on a claims-made basis, the coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$ 3,000,000 Each Claim
\$ 3,000,000 Annual Aggregate

Environmental Impairment (Pollution) Insurance

This insurance shall cover the Consultant for liability resulting from pollution or other environmental impairment arising out of, or in connection with, work performed under this Agreement, or which arises out of, or in connection with this Agreement. If this policy is on a claims-made basis, the insurance must respond to claims reported within three years after the termination of this Agreement. The policy shall be endorsed to name the Agency as an additional insured on a form of endorsement acceptable to the Agency.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

\$3,000,000 Each Claim
\$3,000,000 Annual Aggregate

~~The insurance provided by Consultant pursuant to this Agreement shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the Agency and any such insurance or self-insurance maintained by the Agency shall apply in excess of and not contributing with the insurance provided by or on behalf of Consultant.~~

Compliance with these insurance requirements shall not limit the liability of the Consultant. Any remedy provided to the Agency by the insurance provided by the Consultant shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of the Consultant) available to the Agency under this Agreement or otherwise.

Neither approval nor failure to disapprove insurance furnished by the Consultant shall relieve the Consultant from responsibility to provide insurance as required by this Agreement.

~~29. Conflict. Where there is a conflict between any provisions set forth within this Agreement or a Task Assignment and a more stringent state or federal provision that is applicable to any services or work to be performed under this Agreement or a Task Assignment, the more stringent state or federal provision shall prevail and shall be required.~~

30. Consultant to Perform Obligations of the Agency under Grant Agreement and Comply with All EPA Requirements. Wherever in Grant Agreement it sets forth obligations or requirements to be performed, complied with or met by the Agency, (whether the Agency is referred to as "CAR" or "recipient" or other similar terms) the Consultant agrees to perform, comply with and meet all such obligations and requirements of the Agency even though they may not otherwise be specifically required of Consultant under this Agreement, except as to the following : (i) the Consultant is not authorized to enter into or issue any sub grant or similar agreements; (ii) the Agency not the Consultant shall be responsible to have an EPA Final Work Plan, (iii) the Agency shall submit to EPA the Quarterly Progress Reports required by paragraph D. of Article II of 2010 Brownfields Cleanup Terms and Conditions for Region 4 ("Terms and Conditions"), however, the Consultant shall deliver in a timely manner to the Agency all required information so that the Agency is able to submit the required Quarterly Progress Reports to EPA in a timely manner; (iv) as to the Financial Administration Requirements in Article III of Terms and Conditions the Consultant shall comply with B. 1. a. & b. and in other respects the Agency shall administer and apply the Financial Administration Requirements and Consultant shall only be obligated to assist and cooperate with the Agency and provide information in regard thereto, (v) paragraph B. of Article V. of the Terms and Conditions shall not apply to Consultant, (vi) paragraphs A. and B. of Article VI "Payment and Closeout" of the Terms and Conditions shall not apply to Consultant, the Agency, not the Consultant will submit all requests to EPA for

payment, and the Agency, not the Consultant, shall receive all payments to be made by EPA under Grant Agreement (however it shall be Consultant's obligation to deliver to the Agency all information which it has in its possession or control which is referred to in said paragraphs A. and B. of Article VI. so that Agency can comply with the Grant Agreement) and (vii) wherever in the Grant Agreement it requires information, forms or anything else to be submitted to EPA, the Consultant shall first submit it to Agency in a timely manner and Agency shall determine whether such items shall be submitted to EPA by the Agency or the Consultant.

The Consultant shall deliver to Agency in a timely manner all information and documentation that EPA requires from Agency in order for Agency to receive periodic and final payments from EPA and to achieve final close out of the Grant Agreement. The Consultant shall not perform any act, fail to perform any act, or refuse to comply with any Agency requests which would cause Agency to be in violation of the terms and conditions of Grant Agreement.

31. Convicted Vendor List. The Consultant is hereby informed that pursuant to Florida Statute 287.133 a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for construction or repair of a public building or public work; may not submit a bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute 287.017 for Category Two for a period of 36 months following the date of being placed on the convicted vendor list. Consultant represents and warrants that entering into this Agreement with the Agency does violate the foregoing provisions or any other provisions of Chapter 287 Florida Statutes.

32. Prohibition Against Contingent Fees and Conflict of Interest. Pursuant to F.S. 287.055(6) Consultant warrants the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that Consultant has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this provision, the Agency shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which conflicts in any manner or degree with the performance of the services for the Agency under this Agreement. Consultant covenants and agrees

that in the performance of this Agreement no person firm or entity having said conflict of interest shall be employed, subcontracted with or utilized by the Consultant.

Consultant further warrants that no member or employee of the Agency has any interest, financial or otherwise in Consultant's firm or its sub-contractors.

33. Discriminatory Vendor List: An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or rely on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity. Consultant represents and warrants that its execution of this Agreement does not violate the provisions of Florida Statute 287.134 or any other provisions of Chapter 287 Florida Statutes.

34. Truth in Negotiation Certificate. Consultant hereby certifies pursuant to F.S. 287.055(5) that the wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of execution of this Agreement. The original contract price and any additions thereto will be adjusted to exclude any significant sums by which the Agency determines the contract price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs. All such contract adjustments must be made within 1 year following the end of this Agreement.

35. Independent Contractor. CONSULTANT is an independent contractor and no provision of this Agreement shall be construed as creating, between Agency and Consultant, a relationship of employer and employee or principal and agent or any other relationship other than Consultant being an independent contractor.

36. Notices.

(a) All notices, requests, consents, demands and other communications required or which any party desires to give hereunder shall be in writing and addressed as follows:

Consultant:

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

Agency:

FT. PIERCE REDEVELOPMENT AGENCY
FT. PIERCE CITY HALL - 100 N. US HWY 1
FT. PIERCE, FL 34950
ATTN: JON WARD, DIRECTOR

(b) Any notices, requests, consents, demands and other communications authorized or required to be given or furnished hereunder shall be deemed given or furnished when addressed to the party intended to receive the same at the above address, ~~(i) on the day of delivery, if hand-delivered; (ii) or one day after being delivered to an expedited courier for overnight delivery; or (iii) three days after being deposited in the United States mail as first class certified mail, return receipt requested, postage paid; whether or not the same is actually received by such party.~~

(c) Each party may change the address to which any such notices, requests, consents, demands and other communications is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

37. Miscellaneous. Time is of the essence of this instrument. The captions of this instrument are for reference only. The singular shall include the plural and plural the singular, and pronouns shall be read as masculine, feminine or neuter, all as the context may require. The terms "hereof" "herein" "hereto" "hereunder" and any similar words refer to this instrument in its entirety. This instrument shall be construed and enforced in accordance with the laws of the State of Florida and shall be binding upon and inure to the benefit of the parties hereto, their permitted successors and assigns. If any term or provision of this instrument shall be deemed by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall remain in full force and effect. St. Lucie County, Fl. shall be proper venue for any litigation involving this instrument. The parties submit to the jurisdiction of the Florida state courts of St. Lucie County, Fl. for all actions that are related in any way to this Agreement. It is agreed that said courts shall have exclusive jurisdiction of all such actions. This instrument contains the entire agreement between the parties and supersedes all prior and contemporaneous agreements. This instrument may be modified only by an instrument in writing signed by the party to be charged with the modification. Nothing contained in this instrument shall be deemed to make the parties partners or engaged in a joint venture with one another. This instrument shall not be construed more strictly against one party than against the other by virtue of the fact that it may have been prepared by counsel for one party. This instrument may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this instrument. An executed facsimile copy or emailed executed copy of this Agreement shall be considered for all purposes an original.

IN WITNESS WHEREOF, the parties have executed this Agreement as set forth below.

Witnesses:

Julie Howard
Linda W. Hale

Agency

By:

Jon Ward

JON WARD, DIRECTOR, FPRA

Witnesses:

Consultant

By: Craig D. Snyder

NOTARIZATION FOR CONSULTANT

STATE OF FLORIDA
COUNTY OF ~~PALM BEACH~~ PINELLAS

The foregoing instrument was acknowledged before me this DECEMBER
7, 2010 by CRAIG D. SNYDER as SP. VICE PRESIDENT,
COD (insert office held) of the Consultant who is personally known to me or who has
produced N/A as identification.



Cathee L. Thornton

NOTARY PUBLIC STATE OF FLORIDA

Printed Name: CATHEE L. THORNTON

Commission Number: DD 962064

Commission Expiration Date: MARCH 3, 2014



SCOPE OF SERVICES

CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

Date (MM/DD/YY)

x 12/07/2010

PRODUCER
Aon Risk Insurance Services West, Inc.
851 SW 6th Avenue, Suite 385
Portland, OR 97204

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

Phone No: 800-638-0448 Fax No. 503-295-0923
INSURED

INSURER A:	Travelers Property Cas. Co. of America	25674
INSURER B:	American Economy Ins. Co.	19690
INSURER C:	Hartford Casualty Insurance Co.	29424
INSURER D:	Liberty Mutual Fire Ins. Company	23025
INSURER E:	Lexington Insurance Company	19437

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

COVERAGES
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY				EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY	6801893L12010 (AOS)	9/30/10	9/30/11	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
		CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	6801912L57A10 (CA)	9/30/10	9/30/11	MED EXP (Any one person)	\$5,000
			6802248L72A10 (TL)	9/30/10	9/30/11	PERSONAL & ADV INJURY	\$1,000,000
		GENERAL AGGREGATE LIMIT APPLIES PER:	PACP1920L96210 (TX)	9/30/10	9/30/11	GENERAL AGGREGATE	\$2,000,000
		<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC				PRODUCTS - COMP/OP AGG	Included
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000
	<input checked="" type="checkbox"/>	ANY-AUTO	02CE213191-20 (VA)	9/30/10	9/30/11	BODILY INJURY (Per person)	
		ALL OWNED AUTOS	01CI285296-20 (NJ)	9/30/10	9/30/11	BODILY INJURY (Per accident)	
		SCHEDULED AUTOS	02CE213201-20 (LA)	9/30/10	9/30/11	PROPERTY DAMAGE (Per accident)	
	<input checked="" type="checkbox"/>	HIRED AUTOS	02-CB213192-20 (GA)	9/30/10	9/30/11		
	<input checked="" type="checkbox"/>	NON-OWNED AUTOS	02-CE213172-20 (AOS)	9/30/10	9/30/11		
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACCIDENT	
						AUTO ONLY: AGGREGATE	
D		EXCESS LIABILITY				EACH OCCURRENCE	\$15,000,000
	<input checked="" type="checkbox"/>	OCCURRENCE <input type="checkbox"/> CLAIMS MADE	TH2-661-0661-010	9/30/10	9/30/11	AGGREGATE	\$15,000,000
		DEDUCTIBLE					
	<input checked="" type="checkbox"/>	RETENTION \$ 10,000					
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	52WELR1509	9/30/10	9/30/11	<input checked="" type="checkbox"/> WG STATUTORY LIMITS EL EACH ACCIDENT	\$1,000,000
						EL DISEASE-EA EMPLOYEE	\$1,000,000
						EL DISEASE-POLICY LIMIT	\$1,000,000
E		OTHER Professional Liability - Claims Made Architects & Engineers Errors & Omissions Including Pollution Liability	013001507	11/26/09	06/30/11	\$5,000,000 Limit, Any One Claim \$5,000,000 Limit, Aggregate	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
All operations of the Named Insured in accordance with policy terms and conditions. Blanket Waiver of Subrogation and Blanket Additional Insured applies to the Certificate Holder where required by written contract with the Named Insured.

As respects the following Contract/Agreement Name and/or Reference #: _____

CERTIFICATE HOLDER

The Fort Pierce Redevelopment Agency
City of Ft. Pierce
100 N. US 1
Ft. Pierce, FL 34950

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE



IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.