

This Instrument Prepared by:

S. Elise Batsel, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, FL 33602

After Recording Return to:

S. Elise Batsel, Esq.
Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, FL 33602

**TEMPORARY EASEMENT AGREEMENT FOR
GROUND-TRUTHING AND VERIFICATION**

This Temporary Easement Agreement for Ground-Truthing and Verification ("**Easement Agreement**") is made as of January 12, 2021 ("**Effective Date**") by and between CRUM PROPERTIES II, LLC, a Florida limited liability company, whose mailing address is 100 S Missouri Avenue, Clearwater, FL 33756 ("**Grantor**"), and THE CITY OF CLEARWATER, FLORIDA, a Florida municipal corporation, whose mailing address is P.O. Box 4748, Clearwater, Florida 33758 ("**Grantee**").

RECITALS

A. WHEREAS, Grantor owns that certain parcel of land described on **Exhibit "A"** attached hereto ("**Property**");

B. WHEREAS, in February and March of 2020 a partial ground penetrating radar survey identified that intact burials may be present on the Property;

C. WHEREAS, the intact burials could potentially be unmarked graves associated with the St. Matthew's Baptist Church Cemetery that once existed on the Property;

D. WHEREAS, Grantee seeks to verify if there are burials through minimally invasive archaeological excavation, known more specifically as ground-truthing; and

E. WHEREAS, Grantor desires to grant an easement to Grantee to allow entry onto the Property for ground-truthing in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Grant of Ground-Truthing. Subject to the terms and conditions set forth below, Grantor hereby grants and conveys to Grantee (i) a temporary easement in, over, under and across such portion of the Property as is reasonably necessary for purposes of completing the scope of work outlined in the Proposal for Archaeological Excavation entered into between Grantee and Grantee's consultant, Cardno, Inc. ("**Cardno**") attached hereto as **Exhibit "B"** ("**Proposal**") and as more particularly limited herein

("Scoped Work"); and (ii) a non-exclusive temporary easement for ingress and egress, including but not limited to hydraulic excavation equipment, construction vehicles for transport of equipment, materials and personnel, to and from such portion of the Property as is reasonably necessary for the purposes of the Scoped Work in accordance with the terms in this Easement Agreement.

2. Limitations to Ground-Truthing. Grantee shall cause the Scoped Work to be completed at its sole expense and the Scoped Work shall: (i) be located only within the work areas as shown on Figure 3 of the Proposal; (ii) be limited to the minimum depth of excavation necessary to verify and document the burials; (iii) fully comply with Fla. Stat. §872.02; (iv) cease if any intact burial or human remains is/are discovered; and (v) not remove any human remains. The Scoped Work shall not change without the express consent of Grantor.

3. Conduct of Ground-Truthing. Upon execution of this Easement Agreement, Grantee shall cause the Scoped Work to begin in Area 1 as shown on Figure 3 of the Proposal. If necessary, Grantee may cause the Scoped Work to begin in Area 2 as shown on Figure 3 of the Proposal. Grantee shall not begin any work in Area 3 as shown on Figure 3 of the Proposal without written confirmation from Grantor. Upon completion of the Scoped Work and at no cost to Grantor, the Property will be repaired to the condition existing just prior to commencing the Scoped Work.

4. Status of Ground-Truthing. Grantee will instruct Cardno to include Grantor on any status updates provided to Grantee related to the Scoped Work. These status updates shall include any formal and informal status updates Cardno provides to Grantee and shall be provided to Grantor at the same time the updates are provided to Grantee. In addition, Grantee will inform Grantor of the results of each of the six "Tasks," as defined in the Proposal, and immediately if at any time human remains or an intact burial are found.

5. Insurance Requirements. Grantee shall be solely responsible for all costs related to the Proposal pursuant to this Easement Agreement, including all inspections, obtaining all necessary permits and approvals therefor, or paying other required fees in connection therewith. All of the Scoped Work under this Easement Agreement shall be performed by duly licensed contractors. Prior to commencement of work, Grantee shall ensure that any party performing any work on the Property has the following coverages in place:

- a. Workers' Compensation and Employers' Liability insurance as in accordance with Florida Statute 440, which must include limits of at least \$100,000.00 each accident, \$100,000.00 each disease/employee, and \$500,000.00 each disease/maximum. Should scope of work performed by a contractor qualify its employee for benefits under Federal Workers' Compensation Statute (example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.
- b. General Liability insurance, which must be issued under an Occurrence form basis, including coverage for ongoing and completed operations, with a limit of liability of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate. Products & Completed Operations coverage to be provided for a minimum of five (5) years from the completion of the work. There shall not be an exclusion for injuries to subcontract workers. Coverage for the hazards of explosion, collapse and underground property damage (XCU) must also be included when applicable to the work performed.
- c. Business Auto Liability insurance with a limit of liability of not less than \$1,000,000.00 each accident covering any automobiles owned, non-owned and hired automobiles. In the

event a contractor does not own any automobiles, the Business Auto Liability insurance requirement shall be amended to allow such contractor to agree to maintain only Hired & Non-Owned Auto Liability insurance.

All policies referenced above shall clearly state that coverages required to be carried have been endorsed to include Crum Properties II, LLC, a Florida limited liability company, its officers, agents and employees, as Additional Insured, including completed operations under its General Liability and Business Auto Liability Policies. A waiver of subrogation shall be provided in favor of the Grantor for General Liability, Business Auto Liability, and Workers' Compensation insurance. All policies shall respond as primary. A per project aggregate limit endorsement should be attached. The policies shall be specifically endorsed to provide thirty (30) days written notice to Grantor prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Copies of the Additional Insured endorsements including Operations coverage shall be attached to the Certificate of Insurance. It shall be the responsibility of Grantee to ensure that all contractors and/or subcontractors performing work on the Property comply with the insurance requirements referenced above. All deductible amounts shall be paid for and be the responsibility of party holding the policy for any and all claims under this Easement Agreement.

Additionally, Grantee shall procure and maintain in force, at its own expense, during the term of this Easement Agreement and any extension thereof General Liability insurance, issued under an Occurrence form basis, with a limit of liability of not less than \$1,000,000.00 per occurrence / \$2,000,000.00 aggregate. Grantee's General Liability insurance policy shall be endorsed to include Crum Properties II, LLC, a Florida limited liability company, its officers, agents and employees, as Additional Insured, under its General Liability policy or provide a letter of self-insurance through the Grantees' Risk Management Department. The policy shall be specifically endorsed to provide thirty (30) day written notice to Grantor prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. The policy shall respond as primary. A waiver of subrogation shall be provided in favor of the Grantor. Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance, and provided to Grantor. All deductible amounts under this Agreement shall be paid for and be the responsibility of Grantee.

6. Requirements after Commencement of Work. Once any party enters the Property for purposes of the Proposal, Grantee shall: (i) diligently pursue and complete the work at its sole expense and in accordance with this Easement Agreement; (ii) cause any liens recorded against the Property due to Grantee's work to be released or transferred to bond within thirty (30) days after Grantee receives written notice of any lien (and Grantee shall not be entitled to any additional notice or cure periods therefor); (iii) to the extent permitted by Section 768.28, Florida Statutes (2020), indemnify and hold harmless Grantor, and its directors, officers, employees and agents, and their respective heirs, successors and assigns, from and against any and all liability to any person or entity for or on account of any death or injury to persons or any damage to property, as well as any loss, damage, lien, claim, injury or expense (including reasonable out-of-pocket attorneys' fees and actual out-of-pocket costs) which arises or occurs in connection with this Easement Agreement or the use of the Property by Grantee or its agents, employees or contractors during the Scoped Work, including, without limitation, a violation of any federal, state or local environmental, health or safety rules or regulations by Grantee or its agents, employees or contractors in the use of the Easement Agreement, which indemnification and hold harmless shall survive any termination of this Easement Agreement as to any of Grantee's work activities occurring prior to Grantee completing the Scoped Work, as amended, if so amended under the terms of this Easement Agreement; and (iv) not change the location or configuration of the work as depicted on the Proposal in any material respect without the prior written approval of Grantor. Notwithstanding anything contained in this Easement Agreement to the contrary, if any hazardous materials are discovered during the work then Grantee shall have the option in its sole discretion to cease excavation and work by providing written notice thereof to Grantor, with no liability, whatsoever, therefore.

7. Termination. This Easement Agreement, including, without limitation, the rights and obligations of Grantee hereunder (except for those obligation which expressly survive the termination hereof) shall automatically terminate upon completion of the Scoped Work. Grantor reserves the right to record a termination document in the public records of Pinellas County, Florida.

8. Use of the Property. The Grantee shall use the Property in accordance with all applicable federal, state and local laws, rules and regulations, licenses, permits and orders including those of all applicable governmental and quasi-governmental agencies, boards and instrumentalities. Grantee shall be required to provide Grantor ten (10) days prior written notice before the commencing any activities on the Grantor Parcels. Grantee's use of the Property shall not unreasonably interfere with Grantor's use of the Property. Grantor may reasonably restrict the hours that the Scoped Work may be performed to minimize interference with Grantor's business.

9. Event of Default & Remedies. In the event that Grantee fails to (i) pay any sum required to be paid by Grantee on its part hereunder; or (ii) perform any obligation required by Grantee on its part to be performed pursuant hereto, then Grantor may provide Grantee with written notice thereof ("**Notice of Grantee Default**"). In the case of a failure to: (i) pay any such sum, Grantee shall pay said sum within ten (10) business days from the date of receipt of said Notice of Grantee Default; or (ii) perform any such obligation, Grantee shall perform said obligation within thirty (30) days, provided, however, if said obligation is of such a nature that it could not reasonably be performed within thirty (30) days, then Grantee shall: (a) promptly institute necessary cure efforts and give Grantor notice of the actions to be taken by Grantee; and (b) thereafter diligently pursue said efforts for a period of up to sixty (60) days after the date of receipt of said Notice of Grantee Default. If Grantee fails to cure any such matter within the time period set forth above after receipt of the Notice of Grantee Default, then it shall constitute a "**Grantee Event of Default**" hereunder. In the event of such Grantee Event of Default, either Grantor shall have the right to: (i) terminate this Easement Agreement; and (ii) pursue such other remedies as may be available at law or in equity, provided, that Grantor waives the right to seek and recover punitive, special and/or consequential damages from Grantee.

10. Notices. Any notice required or permitted to be given under the terms of this Easement Agreement shall be in writing and hand delivered or sent certified mail, return receipt requested, postage prepaid, by U.S. Mail to the following addresses:

Notices to Grantor: FrankCrum
100 S Missouri Avenue
Clearwater, FL 33756
Attention: Haley Crum, President
Telephone: 727-726-2786 x2244
Email: haleyc@frankcrumstaffing.com

With copies to: Stearns Weaver Miller Weissler
Alhadeff & Sitterson, P.A.
401 East Jackson Street, Suite 2100
Tampa, FL 33602
Attention: S. Elise Batsel, Esq.
Telephone: 813-223-4800
Email: ebatsel@stearnsweaver.com

Notices to Grantee: City of Clearwater
600 Cleveland Street

Suite 600
Clearwater, Florida 33756
Attention: William B. Horne, City Manager
Telephone: 727-562-4046
Email: William.Horne@myclearwater.com

With a copy to:

City Attorney's Office
City of Clearwater
600 Cleveland Street
Suite 600
Clearwater, Florida 33756
Attention: Pam Akin, City Attorney
Telephone: 727-562-4010
Email: Pam.Akin@myclearwater.com

Notices may also be sent by overnight courier such as Federal Express. Notices shall be effective upon delivery in the case of hand delivery or overnight courier. Notices sent by certified U.S. Mail shall be effective on the third business day after being placed in the U.S. Mail. The address for notices under this Easement Agreement shall be the business addresses provided above. Addresses for notices under this Easement Agreement may be changed by written notice given in accordance with the terms hereof.

11. Assignability. The rights and obligations of Grantee under this Agreement may not be assigned in whole or in part.

12. Covenants Running with the Land. This Easement Agreement, including, without limitation the covenants set forth herein, shall run with the Property and shall be binding upon and inure to the benefit and burden of Grantor, its respective successors and assigns.

13. Compliance. Grantee shall comply with all applicable laws, codes, rules, regulations, statutes, ordinances, and permits of applicable governmental authorities, including environmental laws, with respect to use and enjoyment of any of the rights and easements granted herein. All such use and/or work shall be in accordance with all applicable governmental requirements and permits to the extent appropriate and shall be done in a good and workmanlike manner, free and clear of all liens and encumbrances.

14. Miscellaneous. This Easement Agreement shall be construed under the laws of the State of Florida. Venue for any action for the interpretation or enforcement of this Easement Agreement shall lie only in Pinellas County, Florida. The paragraph and subparagraph captions included herein are for reference only and should not be used in construing any of the terms hereof. This Easement Agreement may only be modified, supplemented or terminated in a writing signed by Grantor and Grantee. Each of the rights and benefits granted herein shall include all those additional rights and benefits which are necessary for the full enjoyment thereof and are customarily incidental hereto.

[REMAINDER OF PAGE INTENTIONALLY BLANK, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, GRANTOR has caused these presents to be executed in its name by its proper officer thereunto, duly authorized as of the Effective Date.

GRANTOR

CRUM PROPERTIES II, LLC, a Florida limited liability company

[Signature]
Witnesses

Danielle Grubb
Printed Name of Witness

[Signature]
Witness

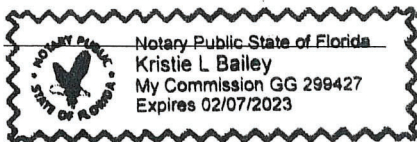
Halcy Crum
Printed Name of Witness

By: [Signature]
Name: Frank Crum, Jr.
Its: CEO

State of Florida
County of Pinellas:

The foregoing instrument was executed before me by means of ✓ physical presence or online notarization on January 12, by Kristie Bailey, as Executive Asst on behalf of CRUM PROPERTIES II, LLC, a Florida limited liability company, for the purposes expressed therein, who ✓ is personally known to me or has produced as identification.

[NOTARY SEAL]



Kristie L Bailey
NOTARY PUBLIC
Print Name: Kristie Bailey
My Commission Expires: 2-7-23
My Commission Number: 299427

IN WITNESS WHEREOF, GRANTEE has caused these presents to be executed in its name by its proper officer thereunto, duly authorized as of the Effective Date.

GRANTEE

THE CITY OF CLEARWATER, FLORIDA, a
Florida municipal corporation

By: _____
William B. Horne, II
City Manager

By: _____
Frank Hibbard
Mayor

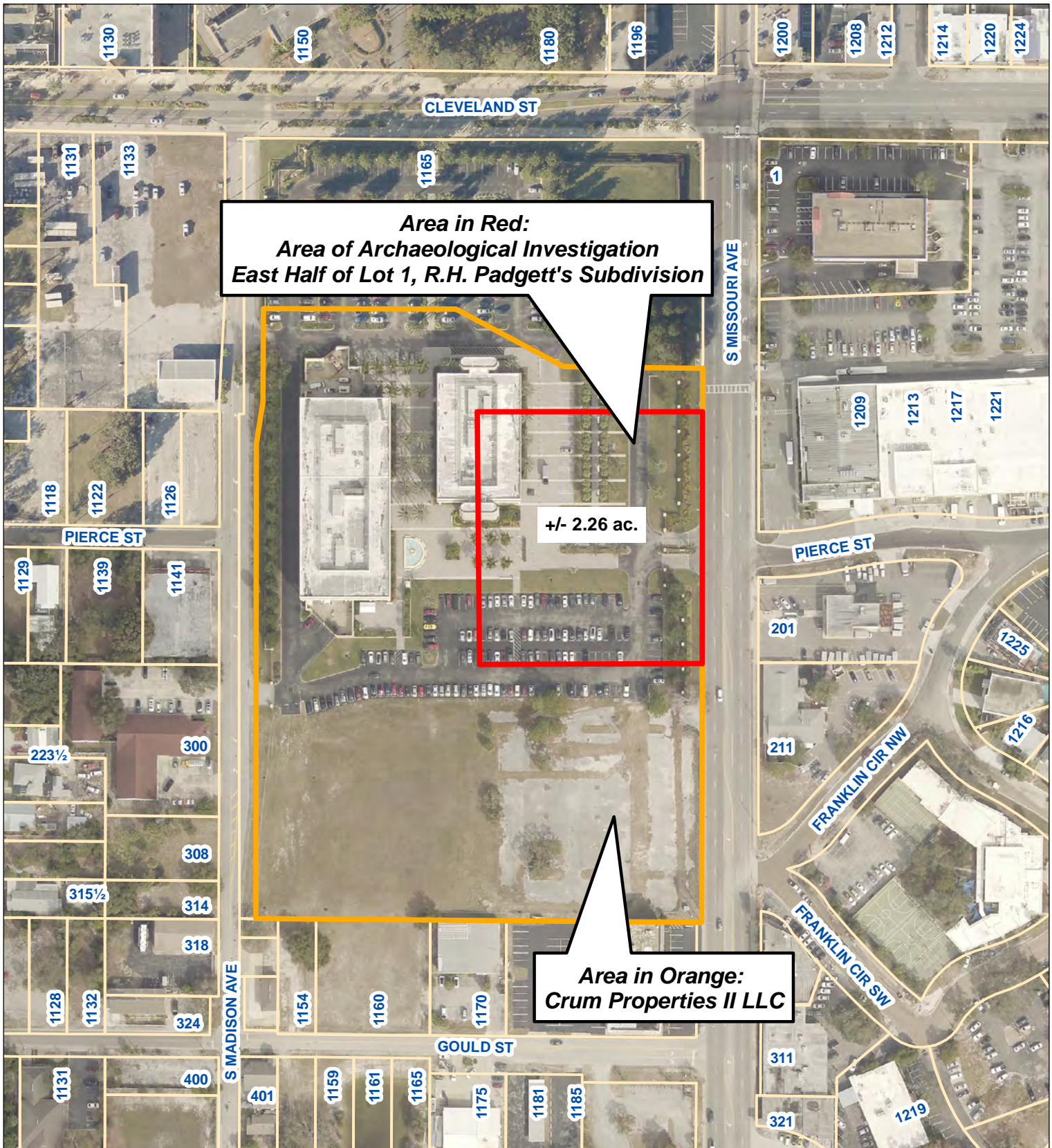
Approved as to form and
Legal sufficiency:

Attest:

By: _____
Pamela K. Akin
City Attorney

By: _____
Rosemarie Call
City Clerk

AERIAL MAP




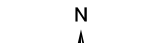
 <p>Prepared by: Engineering Department Geographic Technology Division 100 S. Myrtle Ave, Clearwater, FL 33756 Ph: (727)562-4750, Fax: (727)526-4755 www.MyClearwater.com</p>	<h1>Exhibit A</h1>						 <p>Scale: N.T.S.</p>
	Grid #: 287A	S-T-R: 15-29s-15e	Map Gen By: WD	Reviewed By: JD	Date: 1/15/2021	Page: 1 of 1	

EXHIBIT B

November 19, 2020

Mr. Joseph DeCicco
Senior Environmental Specialist,
City of Clearwater
100 South Myrtle Avenue
Clearwater, Florida 33756



Cardno

3905 Crescent Park Drive
Riverview, FL 33578
USA

Phone +1 813 664 4500
Fax +1 813 664 0440

www.cardno.com

Submitted via email to: Joseph.DeCicco@MyClearwater.com

Subject: Revised proposal for Archaeological Excavation (Ground-Truthing and Verification) at St. Matthew's Baptist Church Cemetery.

Dear Joe:

Cardno is pleased to provide the following revised scope of work to complete archaeological testing at the St. Matthew's Baptist Church Cemetery for the above-referenced property (Figure 1).

Background / Purpose:

In February/March 2020, a partial ground penetrating radar (GPR) survey was conducted by archaeologists with the Florida Public Archaeology Network (FPAN) at the Frank Crum Staff Leasing Campus located at 100 S. Missouri Ave in Clearwater, Florida (Figure 2). The purpose of the survey was to determine through geophysical survey methods (GPR) the potential for unmarked graves associated with the St. Matthew's Baptist Church Cemetery that once existed on the property. Results of that initial investigation indicated a number of intact burials appear to be present at the site. The FPAN report recommended hiring a cultural resource management firm in order to continue geophysical investigations focusing on defining the extent of potential burials and determining the cemetery boundaries in order to develop an appropriate cemetery management plan for the property.

In October 2020, Cardno was asked to prepare a preliminary scope and cost proposal for additional GPR and ground-truthing fieldwork efforts at the St. Matthew's Baptist Church Cemetery site for the City of Clearwater. The goal of the project is to verify GPR findings and the presence of burials through minimally invasive archaeological excavation (ground-truthing). The following proposal letter outlines *only* the ground-truthing and verification stage of work with the resulting report. The aim of this scope of work, as specifically requested, is to verify at least one burial identified by previous GPR survey work. In order to sufficiently delineate the cemetery and create an appropriate management plan an expanded GPR survey and additional fieldwork will be needed at this property in future. This proposal and project budget are subject to change based on project modifications, and consultation with the property owner and other stakeholders. After authorization to proceed from the City of Clearwater, Cardno staff will notify Florida State Historic Preservation Officer (SHPO), descendants, and other stakeholders about the project work in keeping with Florida Statutes.

Proposed Archaeological Ground-Truthing

The present scope is based on Cardno's previous ground-truthing and delineation work at other cemeteries. The objective of this stage is to verify GPR findings through physical confirmation of the presence or absence of extant burials or human remains within grave-shafts and areas of possible graves. Selected areas will be excavated only to the depth necessary to verify and document burials. No human remains will be removed or disturbed, in keeping with Florida Statute 872.02. Under Florida Statute 872.02, human remains may not be disturbed or removed from a previously marked cemetery except in limited circumstances defined in the statute. Work is designed to verify the physical presence and extent of intact coffins and human remains within St. Matthew's Baptist Church Cemetery based on previous GPR survey results. This scope of work does not include a full delineation of the cemetery due to the need for expanded GPR Survey on the property. Details of the current investigation findings regarding the presence of burial within the St. Matthew's Baptist Church Cemetery will be included in the final report. As requested, proposed work is separated across three potential excavation areas, as outlined below. Additional work in Areas 2 and 3 (Tasks 3 and 4) are dependent on the findings of the work in Area 1 (Task 2).

Proposed Areas and Tasks for Archaeological Verification

In order to verify previous GPR results, while minimizing ground disturbance, ground-truthing and verification will be conducted in a phased plan across three areas of the subject property. Potential target areas for ground-truthing and verification are detailed in Figure 3. First, Area 1 (shown in Figure 3 and the northern portion of FPAN Grid 6) will be targeted because of its relative ease of access (Task 1). Ground-truthing and verification will be conducted in Area 1 to verify a single burial. If no burials are encountered in Area 1, then ground-truthing and verification will be repeated in Area 2 (Task 2), and then in Area 3 (Task 3). Once an intact coffin or any human remains are encountered ground-truthing and verification will be completed. Tasks 4 and 5 (Laboratory/GIS Analysis and Final Report) will remain unchanged regardless of how many areas are investigated during the verification stage. Tasks 1-5 are described more fully below.

Task 1 – Mobilization

Upon receipt of a work order and notification to proceed Cardno will begin the mobilization process for the project. This will include submitting a utilities locate ticket, then identifying utilities within the proposed verification areas. Cardno staff will also use a SIR 4000 GPR unit to re-locate possible burials identified in the previous survey, and clearly mark their locations on the ground surface. Arrangements will be made for heavy equipment to be delivered to the site and Cardno staff will discuss excavation plans and formulate a back dirt management plan with the heavy equipment operator. Mobilization will also cover all backfilling of excavation units using heavy equipment and reassembly of site post excavation. Field lab setup and materials, excavation area setup, and consultation with stakeholders is also included in this mobilization stage.

Task 2 – Ground-Truthing and Verification Area 1:

The first stage of ground-truthing will involve the opening of shallow stripping areas with hydraulic excavation equipment. These preliminary areas will be targeted starting in Area 1 (FPAN Grid 6, see Figure 3) within the St. Matthews Baptist Church Cemetery, based on previous partial GPR Survey of the property. These excavations are intended to locate and map the physical extent of intact grave shafts, rectangular discolorations in the soil created during the initial burial of an individual, as well as any past disturbance from previous exhumation or other ground disturbing activities. All ground-truthing work will be monitored by a qualified Professional Archaeologists.

Excavation with hand tools will be targeted based on the results of mechanical stripping, and laid out as test units. These test units are designed to confirm the presence of intact human remains and potentially moved or disturbed burials within the St. Matthew's Baptist Church Cemetery. The

excavation areas will be selected based on previous GPR results in order to avoid disturbance to other surrounding graves. Ground-truthing and verification will also include the recordation of all finds, mortuary or otherwise with precise photographs, maps and infield models. As requested, once human remains or an intact burial are verified ground-truthing will be completed and no further areas will be investigated at this time. No human remains will be removed during this process. This task includes the screening of all excavated sediments and the backfilling of all excavations. All mortuary objects will be returned to the grave feature they came from before backfilling.

Task 3 – Delineation and Ground-Truthing Area 2 (if required):

If no human remains or burials are verified in Area 1, ground-truthing and verification as described above will be repeated in Area 2. Because of Area 2's location in an asphalt-covered parking area asphalt will need to be removed in order to allow for ground-truthing and verification. After fieldwork and excavation is completed, areas of asphalt that were removed will be repaired or replaced by a qualified sub-contractor at actual cost plus 5%.

Task 4 – Delineation and Ground-Truthing Area 3 (if required):

If no human remains or burials are verified in Area 2, ground-truthing and verification as described in Task 1 will be repeated in Area 3. Because of Area 3's location in an asphalt-covered parking area asphalt will need to be removed in order to allow for ground-truthing and verification. After fieldwork and excavation is completed, areas of asphalt that were removed will be repaired or replaced by a qualified sub-contractor at actual cost plus 5%.

Task 5 – Laboratory/GIS Analysis:

No human remains will be removed or disturbed for analysis. Mortuary objects, including any other contents of graves or grave shafts, hardware or pieces of coffins, or other materials buried with the deceased, will be analyzed in the field and reburied in place at the end of excavation. Non-mortuary artifacts such as historical objects related to the surrounding homes or neighborhoods are proposed to be analyzed and curated under controlled conditions at Cardno's laboratory facilities following the completion of fieldwork. Copies of forms on acid-free paper, and copies of notes, maps, and photographs will be curated at Cardno. This task also includes processing of any photogrammetry data collected during fieldwork in order to model findings such as burial goods or grave shaft features. The GIS analysis included under this task will consist of generating all site reports, and modeling any coffins, or other mortuary contexts that are encountered in centimeter accurate spatial models.

Task 6 – Final Report:

In anticipation of future Federal or State requirements, the results of all ground-truthing and verification work at the St Matthew's Baptist Church Cemetery will be presented in a technical report for submittal to the City of Clearwater, stakeholders, and the Florida State Historic Preservation Officer (SHPO) for review and comment. The report will be completed in compliance with the Florida Division of Historical Resources 1A-46 Archaeological and Historical Report Standards and Guidelines and will be designed so that future work can be integrated into the existing report. As part of report preparation, Cardno will also conduct additional background research. The final report draft will be submitted to the City of Clearwater 60 days from the completion of field and lab analysis work. Additional consultation with stakeholders and descendants should be completed prior to any future work at the St Matthew's Baptist Church Cemetery site.

Timeline:

With authorization to proceed from the City of Clearwater, and as part of Task 1 Mobilization, Cardno will immediately notify DHR Florida Statute 872 Coordinator, stakeholders, and descendants. Cardno will then file the appropriate utilities locate tickets and after receiving clearance on utilities (approximately two weeks) will commence field work. Task 2 (including the potential Tasks 3 and 4) are expected to take a team of professional archaeologists no more than 2 weeks. If human remains

or an intact burial are verified during Task 2 then field work could be completed in a shorter amount of time. Verification during Task 2 could also result in reduced costs. Following completion of ground-truthing and verification, laboratory analysis of non-mortuary artifacts and GIS analysis (Task 5) will commence and be completed within 7-10 days. A final draft report (Task 6) will be submitted to the City of Clearwater for approval 60 days after the completion of laboratory/GIS analysis, then released to SHPO, and other stakeholders for review and comment. All stipulations in this proposal are based on the assumptions listed below, and are subject to change due to any amendments or increases in scope.

Compensation Schedule:

If human remains or intact burials are verified during Task 2, then Tasks 3 and 4 will not be completed and their costs will not be reflected in the final total. Areas of asphalt removed as a result of Tasks 3 and 4 will be disposed of, then asphalt areas will be repaired or replaced by a qualified sub-contractor at actual cost plus 5%, this cost is not reflected in the compensation schedule below but removal and disposal is not to exceed \$12,000.

Task 1: Mobilization	\$ 29,197
Task 2: Delineation and Ground-Truthing Area 1	\$ 8,753
Task 3: <i>Delineation and Ground-Truthing Area 2 (if required)</i>	\$ 8,325
Task 4: <i>Delineation and Ground-Truthing Area 3 (if required)</i>	\$ 7,425
Task 5: Laboratory Analysis	\$ 5,952
Task 6: Final Report	\$ 20,236
Total (lump sum for <u>all tasks if required</u>)	\$ 79,887

Project Schedule:

The following are dates from the receipt of contract and notice to proceed (NTP) from client for work to begin. Tasks 2-4 will take no longer than 2 weeks.

Task 1: Mobilization	NTP +2 days
Task 2: Delineation and Ground-Truthing Area 1 begin	NTP +12 days
Task 3: <i>Delineation and Ground-Truthing Area 2 begin (if required)</i>	NTP +17 days
Task 4: <i>Delineation and Ground-Truthing Area 3 begin (if required)</i>	NTP +20 days
Task 5: Laboratory Analysis Completion	7-10 days following verification
Task 6: Final Report Submission	60 days following analysis
Total	70-90 days following NTP

Assumptions:

1. The above scope is intended primarily to confirm the presence of human remains related to the St. Matthew's Baptist Church cemetery. It will not result in a full delineation of all burials or the cemetery's land use boundaries.
2. Land owner approves of the potential removal of large areas of asphalt which will later be repaired or patched, as defined above.

3. Cardno continues to recommend that the above scope of work will not commence until community members and stakeholders have been notified or consulted, ideally in a group or virtual group setting.
4. Excavation will be able to be safely left over night. Any security measures necessary for this assumption, such as the posting of a guard are not included in this scope of services.
5. Fencing around the perimeter of the site that may be required to protect the City of Clearwater and stakeholders from trespassers is not included in this scope.
6. Cardno will have access to water for sediment screening and preliminary artifact analysis at St. Matthew's Baptist Church Cemetery.
7. Cardno will have full access to the site for the duration of the estimated field work time.
8. The discovery of major archaeological features not related to St. Matthew's Baptist Church Cemetery, such as structural remains or significant prehistoric deposits will be treated under a separate scope of work.

Sincerely,



Paul L. Jones, RPA
Senior Principal
Technical Director - Archaeology
CARDNO
Email paul.l.jones@cardno.com

Miles Ballogg
Senior Principal – Brownfields
Practice Group Leader - Director
CARDNO
Email: miles.ballogg@cardno.com

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Southeastern Trail Project Environmental Feasibility Study



Figure 1. Estimated legal description (parcel boundary) of the cemetery

City of Clearwater
Archaeological Excavation (Ground-Truthing) at St. Matthew's Baptist Church Cemetery

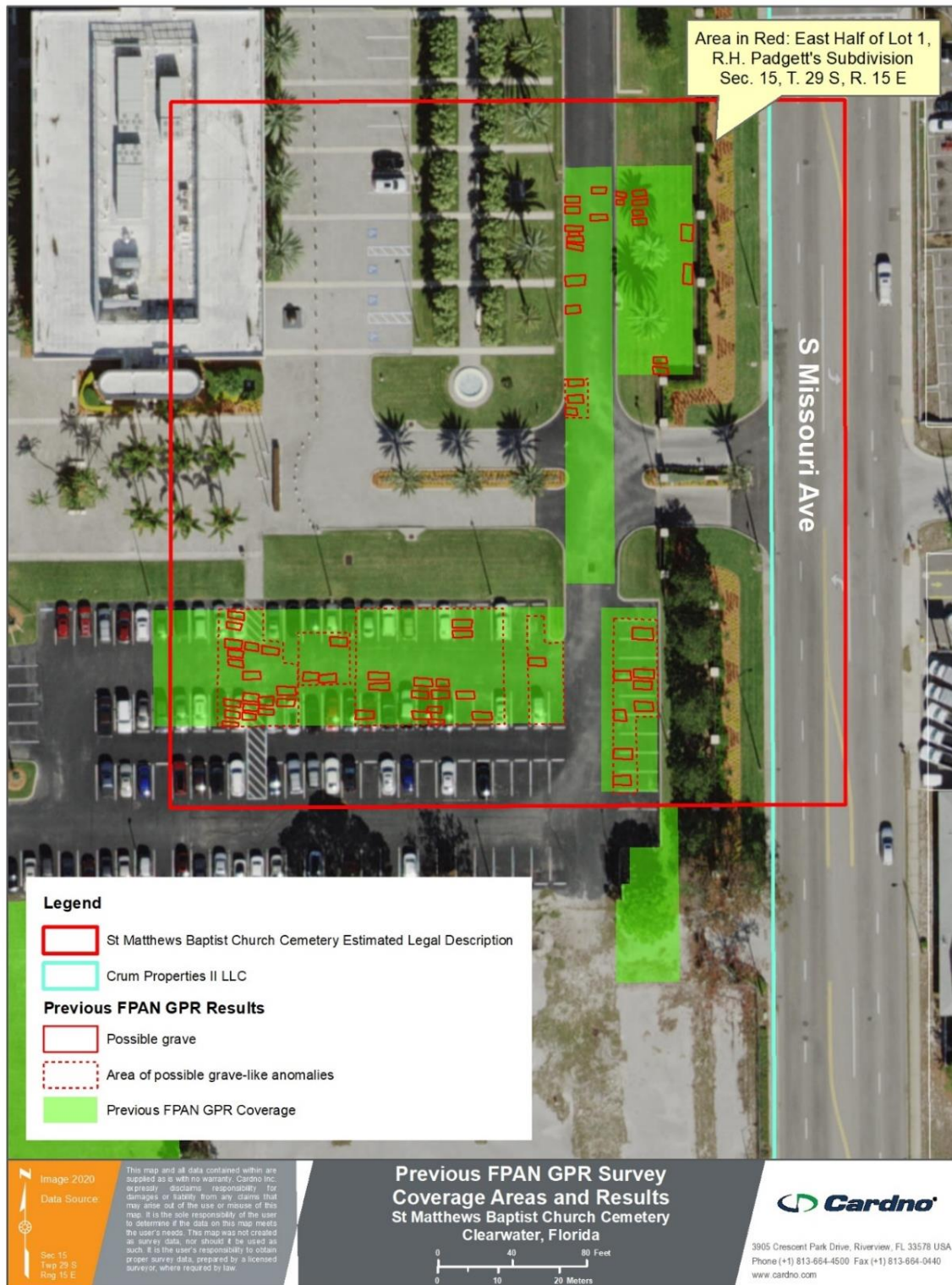


Figure 2. Previous GPR survey coverage and results

City of Clearwater
Archaeological Excavation (Ground-Truthing) at St. Matthew's Baptist Church Cemetery

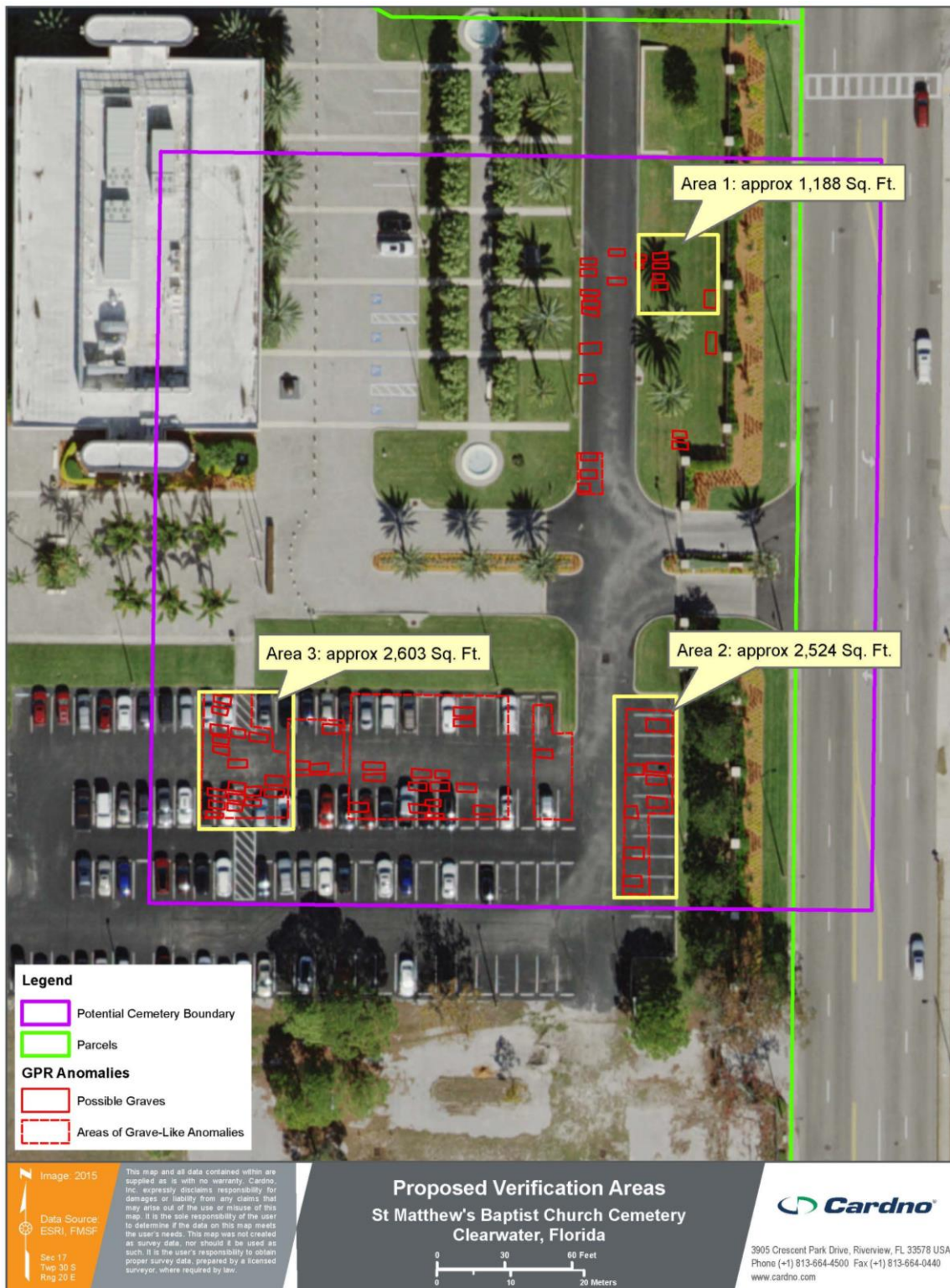


Figure 3. Proposed verification areas and previous FPAN GPR results.