

**AGREEMENT**

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



**NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT**

RFP TITLE: Joe's Creek Model Update – Professional Engineering Consulting Services

RFP CONTRACT NO. 21-0003-NC(PLU)

COUNTY PID NO. 004116A

CONTINUING FIRM: Jacobs Engineering Group Inc.

# PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE AGREEMENT

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**AGREEMENT**

**SECTION 1 - INTENT OF AGREEMENT**

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR Joe's Creek Model Update, Alternatives Analysis, and Feasibility Study

PUBLIC WORKS DEPARTMENT

This Agreement entered into on the **Click or tap to enter a date.** between Pinellas County, a political subdivision of the state of Florida, hereinafter referred to as the County, represented by its board of County commissioners, and **Jacobs Engineering Group Inc.**, with offices in Tampa, FL, hereinafter referred to as the consultant.

**WITNESSETH**, that:

**WHEREAS**, Pinellas County, herein referred to as the County, requires **PROFESSIONAL ENGINEERING SERVICES, BIOLOGICAL, AND ENVIRONMENTAL** services associated with support to provide preliminary and full engineering design services for BMPs in the Joe's Creek watershed. Preliminary engineering services will be performed for all recommended improvements in the watershed. Full design, plans preparation, construction specification preparation, and engineer-of-record construction services will be provided for one of the final recommended BMPs to be selected by the COUNTY. The COUNTY retains the right to terminate the contract at the conclusion of preliminary engineering if deliverables are not deemed by the COUNTY to be satisfactory or if COUNTY priorities change.

**WHEREAS**, the County desires the Consultant provide professional engineering services requisite to the development of the project; and

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

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

**SECTION 2 - SCOPE OF PROJECT**

**1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS**

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

The County Five Factors (aka, five points of light) for this project of Alternative Routes & Design Concepts, Safety, Environmental, Cost, and Long-Range Planning will be considered for this project. The services performed by the CONSULTANT shall follow applicable manuals and Guidelines. The Florida Department of Transportation (FDOT)'s Manuals and Guidelines incorporate by requirement or reference all applicable State and Federal regulations. The current edition, including updates, of the FDOT Manuals and Guidelines shall be used in the performance of this work. It is understood that AASHTO criteria shall apply as incipient policy. All survey and engineering drawings shall be provided in accordance with the Pinellas County CADD Manual for Land Survey and Civil Engineering. The Pinellas County CADD Kit for Civil 3D CADD Manual and Kit details can be found at [www.pinellascounty.org/technical](http://www.pinellascounty.org/technical).

The overall stormwater management design will adhere to the requirements of the Pinellas County Stormwater Manual, with consideration given to incorporating green infrastructure and low impact development(LID) approaches within existing rights-of-ways and other opportunity-based locations. This project will also consider and integrate all know County CIP projects and maintenance projects either previously constructed, in progress, or planned throughout the project area.

All required permits shall be obtained by the engineering consultant. Exhibit A, Scope of Services is attached.

a) Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically,

plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.

- All Technical specifications required for construction project.

b) After the PER and 15% plans are complete, and at the County's option, the CONSULTANT may be requested to also provide professional engineering services for design, plans preparation, construction specifications preparation and engineer-of-records construction services. If such option is elected by the County, the corresponding additional fees will be negotiated, and the contract will be amended accordingly. If such option is elected by the County, there is a potential for additional Insurance Requirements based on the scope of work.

**AGREEMENT**
**2. PROJECT PHASES**

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

**3. CONSULTING RESPONSIBILITIES**

**A.** It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, and that submittals are complete.

**B.** The consultant shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the County will not relieve the consultant of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.

**C.** The consultant represents that it has secured or will secure all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the County. Primary liaison with the County will be through the consultant's project manager. All of the services required herein will be performed by the consultant or under the consultant's supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.

**D.** The Consultant shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the Consultant's Florida registered engineer.

**E.** The consultant shall be responsible for the preparation of a project design schedule, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall project time frames should also be prepared. These schedules must be submitted for County approval within 10 days of the initial project notice to proceed. These schedules will be used to verify consultant performance in relationship to fees claimed and to allow the County's project manager to monitor the consultant's efforts. The consultant shall be responsible for any updates to these schedules and for documenting in writing to the County any major deviations in the actual versus estimated project time frames.

**F.** The consultant shall respond, in writing, to all review comments made by the County, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

**4. GENERAL DESIGN CONDITIONS**

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.
3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

**5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS**

1. The project shall be designed by the Consultant in accordance with applicable industry standards. The Consultant shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the project or the services to be performed, including the ARPA Contract Provisions listed in **EXHIBIT D**.
2. The Contractor and Subcontractor must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.  
 If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.  
 If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) shall immediately terminate the contract with the person or entity.



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If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

## **SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT**

### **1. SERVICES**

A. SEE EXHIBIT A – SCOPE OF SERVICES.

### **2. BIDDING PHASE**

The Consultant shall prepare with the county's assistance the necessary bidding information, bidding forms, the conditions of the Contract, and the form of Agreement between the county and the contractor. The Consultant also, shall bear the cost of 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

1. The Consultant, following the county's review of the construction documents and of the latest statement of probable construction cost, shall be available to assist the county in obtaining bids, and in preparing and awarding construction contracts for each bid package. The Consultant shall assist conducting pre-bid conferences and shall prepare a bid tabulation spreadsheet following receipt of bids.

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2. If the advertisement for bids has not commenced within 60 days after the consultant submits the approved construction documents to the county, any fixed limit of construction cost established as a condition of this agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the construction documents to the county and the date on which the advertisement for bids occurred.
3. The Consultant shall prepare any required addenda to construction plans and specifications on the project during the bidding phase affecting the consultant's plans and specifications. The Consultant shall also provide any addenda during the construction phase in sufficient quantity to distribute to all necessary parties as determined by the county. Addenda material shall be placed in envelopes by the consultant for mailing by the county. The consultant shall also furnish certified mail receipt material and prepare mailing labels. The county shall mail all addenda.

**3. CONSTRUCTION PHASE**

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

**A. Construction Consultation Services**

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for County.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the County.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the County as required by construction exigencies. Response to any request must be received by the County within 24 hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the County of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the County.
10. Assist in the establishment by the County of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the County's use.
13. The Consultant shall visit the project as necessary, but at a minimum of 3-month, 6 month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the Consultant of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The Consultant will provide 1 set of signed and sealed prints and 1 CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the County within 30 days following completion of construction.

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17. Consult with, and recommend solutions to, the County during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the County in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the Consultant with all the required projects close out material for Consultant's use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The Consultant shall assist, consult, observe review and document as noted.

**4. PROVISIONS RELATED TO ALL PHASES**

1. The Consultant will investigate and confirm in writing to the County, to the best of the Consultant's knowledge, conformance with all applicable local public and utility regulations.
2. The Consultant will coordinate work designed by various disciplines.
3. The Consultant shall submit to the County design notes and computations to document the design conclusions reached during the development of the construction plans.
  - a. 5 copies of the design notes and computations shall be submitted to the County with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any County comments shall be resubmitted. At the project completion, a final set of the design notes and computations, properly endorsed by the Consultant, shall be submitted with the record set of plans and tracings.
  - b. The design notes and calculations shall include, but not be limited to, the following data:
    - 1) Design criteria used for the project.
    - 2) Roadway geometric calculations
    - 3) Structural calculations.
    - 4) Drainage calculations.
    - 5) Traffic design calculations
    - 6) Traffic control calculations
    - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
    - 8) Calculations showing probable cost comparisons of various alternatives considered.
    - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
    - 10) Other project-related correspondences as appropriate.
4. Each set of plans for the project shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the County. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the County.
5. The Consultant shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the project.
6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
7. Other Consultant responsibilities shall be as listed below:
  - a. Provide necessary sealed drawings to obtain building permits or any utility permit.
  - b. Assist the County in Contractor claims and/or litigation.

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- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the County against claims by suppliers or third parties.
  8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
  9. All work prepared and/or submitted shall be reviewed and checked by a Consultant (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional Consultant in responsible charge.
5. **PERMIT APPLICATIONS AND APPROVALS**
1. The Consultant shall prepare all permit applications, data and drawings required for submittal by the County for approval of local, state and federal agencies.
  2. The Consultant shall, at no additional cost to the County, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the project.
  3. For the purpose of ensuring the timely approval of all permits necessary for the construction of the project, the Consultant shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the project, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
  2. Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the project

**SECTION 4 - SERVICES TO BE FURNISHED BY THE COUNTY**

The County shall provide the following for the Consultant's use and guidance:

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

**SECTION 5 - PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

1. Prior to the commencement of design activities, the County will conduct with the Consultant a pre-design conference for the purpose of discussing issues relative to the project, plans preparation and submittal procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.
2. The Consultant shall make presentations to the County's Director of Public Works or designee as often as reasonably requested and at any point in the project development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the County's best interest.
3. The Consultant shall participate in Monthly project Conferences with County staff personnel. The meetings will be scheduled by the County at a location provided by the County.
4. The Consultant shall attend, as technical advisor to the County all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the project, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the County, shall either plead the County's case or provide engineering and technical assistance to the County in its pleading of the case.

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5. The Consultant shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the County and appropriate County staff shall attend.

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

1. **BASIC SERVICES**

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

2. **OPTIONAL SERVICES**

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the Consultant under this Agreement. Optional Services shall be rendered by the Consultant only upon written authorization by the County's Director of the Public Works, or designee.

3. **CONTINGENCY SERVICES**

When authorized in writing by the County's Director of Public Works or designee, the Consultant shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the project scope.

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

4. **ADDITIONAL SERVICES**

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

5. **INVOICING**

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

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

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Rhonda Bowman, P.E. 14 South Fort Harrison Avenue, Clearwater, FL 33756

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

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

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

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

**SECTION 7 - COMPENSATION TO THE CONSULTANT**

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: **One hundred eleven thousand nine hundred two dollars (\$111,902.00)** for the Task 1 – Project management and Coordination Phase of the project.

A Lump Sum Fee of: **Two hundred nineteen thousand five hundred eighty dollars (\$219,580.00)** for the Task 2 – Project Management and Coordination Phase of the project.

A Lump Sum Fee of: **Two hundred fifty-eight thousand one hundred four dollars (\$258,104.00)** for the Task 3 – Alternatives Analysis, Feasibility Assessment, BMPs Prioritization, and Preliminary Engineering Report (PER) Phase of the project.

A Lump Sum Fee of: **Fifty-three thousand twenty-eight dollars (\$53,028.00)** for the Task 4 – Greenway Trail Existing Conditions Assessment and Re-Evaluation Phase of the project.

A Lump Sum Fee of: **Two hundred twenty-nine thousand two hundred twenty-four dollars and 86/100 (\$229,224.86)** for the Task 5 – Public Involvement, Information Gathering, and Consensus Building Phase of the project

A Lump Sum Fee of: **Five thousand four dollars (\$5,004.00)** for the Task 6 – Internal Quality Assurance/Quality Control(QA/QC) and Documentation Phase of the project

A Lump Sum Fee of: **Nine thousand nine hundred twenty dollars (\$9,920.00)** for the Task 7 – Institute for Sustainable Infrastructure – Envision Evaluation Phase of the project.

The above fees shall constitute the total not to exceed amount of **Eight hundred eighty-six seven hundred sixty-two dollars and 86/100 (\$886,762.86)** to the Consultant for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

2. For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of: **Twenty thousand five hundred fifty-six dollars (\$20,556.00)** for the Task 7.2 of the project

3. For any CONTINGENCY SERVICES performed, the County agrees to pay the Consultant, a negotiated fee based on the assignment, up to a maximum amount not to exceed **sixty thousand dollars (\$60,000.00)** for all assignments performed.

**AGREEMENT**

4. Total agreement not-to-exceed amount **Nine hundred sixty-seven thousand three hundred eighteen dollars and 86/100 (\$967,318.86)**.
5. For any ADDITIONAL SERVICES, the County agrees to pay the Consultant a negotiated total fee based on the work to be performed as detailed by a written amendment to this Agreement.
6. In the event that this Agreement is terminated under the provisions of this contract the total and complete compensation due the Consultant shall be as established by the County based on the County's determination of the percentage of work effort completed to date of termination.

**SECTION 8 - PERFORMANCE SCHEDULE**

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

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
2. All project phases shall be completed on or before the milestone dates provided in the County approved project design schedule referenced in 2.3 E.
3. The Consultant shall not be held responsible for delays in the completion of the project design when the County causes such delays. The County reviews related to the above submittals shall not exceed 21 days.

**SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
3. The Consultant shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation, therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

**SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

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

**SECTION 11 - SATISFACTORY PERFORMANCE**

All services to be provided by the Consultant under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the County's Director of Public Works or designee.

**SECTION 12 - RESOLUTION OF DISAGREEMENTS**

1. The County shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

**AGREEMENT**

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

**SECTION 13 - CONSULTANT'S ACCOUNTING RECORDS**

1. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.
2. The Consultant's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the County's agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Consultant or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The County shall not audit payroll and expense records on task assignments paid by lump sum fee.
3. For the purpose of such audits, inspections, examinations and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
4. The County's agent or authorized representative shall have access to the Consultant's facilities and all necessary records in order to conduct audits in compliance with this Section. The County's agent or authorized representative shall give the Consultant reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION**

1. The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Exhibit C Insurance Requirements – Attached
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.



**AGREEMENT**

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

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

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

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

**SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19 - TRUTH IN NEGOTIATIONS**

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

**SECTION 20 - SUCCESSORS AND ASSIGNS**

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

**SECTION 21 - INTEREST ON JUDGMENTS**

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

**SECTION 22 - TERMINATION OF AGREEMENT**

1. The County reserves the right to cancel this Agreement, without cause, by giving 30 days prior written notice to the Consultant of the intention to cancel. Failure of the Consultant to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of County. Alternatively, at the County's discretion, the County may provide to Consultant 30 days to cure the breach. Where notice of breach and opportunity to cure is given, and Consultant fails to cure the

**AGREEMENT**

breach within the time provided for cure, County reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

2. If County terminates the Agreement for convenience, other than where the Consultant breaches the Agreement, the Consultant's recovery against the County shall be limited to that portion of the Consultant's compensation earned through date of termination, together with any costs reasonably incurred by the Consultant that are directly attributable to the termination. The Consultant shall not be entitled to any further recovery against the County, including but not limited to anticipated fees or profit on work not required to be performed.
3. Upon termination, the Consultant shall deliver to the County all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.
4. In the event that conditions arise, such as lack of available funds, which in the County's opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23 - AGREEMENT TERM**

1. This Agreement will become effective on the date of execution first written above and shall remain in effect for four hundred twenty (420) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24 - CONFLICT OF INTEREST**

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

**SECTION 25 - ENTIRE AGREEMENT**

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

**SECTION 26 - PUBLIC ENTITY CRIMES**

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

**AGREEMENT**

**SECTION 27 - PUBLIC RECORDS**

Consultant acknowledges that information and data it manages as part of the services may be public records in accordance with Chapter 119, Florida Statutes and Pinellas County public records policies. 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 Consultant agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

Contractor's Duty;

**If the contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the Pinellas County Board of County Commissioners, Purchasing Department, Operations Manager custodian of public records at 727-464-3311, [purchase@pinellascounty.org](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> Floor, Clearwater, FL 33756.**

**SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

**Firm Name**      Jacobs Engineering Group Inc.  
By:                    *Joelle Francois*  
Print Name:      Joelle Francois, PE  
Title:                Manager of Projects  
Date:                8/17/2022

**PINELLAS COUNTY, by and through its Board of County Commissioners**

By:                    \_\_\_\_\_  
                            Chairman  
Date:                \_\_\_\_\_

**ATTEST: Ken Burke, Clerk of the Circuit Court**

By:                    \_\_\_\_\_  
                            Deputy Clerk  
Date:                \_\_\_\_\_

**APPROVED AS TO FORM**  
By: *Jacina Parson*  
Office of the County Attorney



## **Exhibit A: Scope of Services**

**21-0003-NC (SS)/Engineering Consulting Services**

**Joe's Creek Model Update, Alternatives Analysis and Feasibility Study**

**Phase I – Preliminary Engineering Report**

**COUNTY PROJECT NO. 004116A**

**DISTRICT PROJECT NO. Q196**

**November 2021 (revised June 2022)**



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Figure 1. Joe’s Creek Watershed.

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## I. Project Understanding

### Project Title

The project title is **Joe's Creek Model Update, Alternatives Analysis and Feasibility Study**. The Pinellas County (COUNTY) project identification number (PID) is 004116A. The Southwest Florida Water Management District (DISTRICT) has co-funded this project in accordance with Agreement No. 21CF0003357, found in Appendix A. The DISTRICT project number is Q196.

### Objective and Goals

The COUNTY has decided to phase this project and this scope of work presents the elements for Phase I. The primary goals of Phase I are to develop a Preliminary Engineering Report (PER). The PER will consider the technical requirements, permitting expectations, acquisition requirements, benefits, costs, and constructability for potential improvements within the watershed. The PER will also include a prioritized list of the final recommended BMPs alternatives for the watershed.

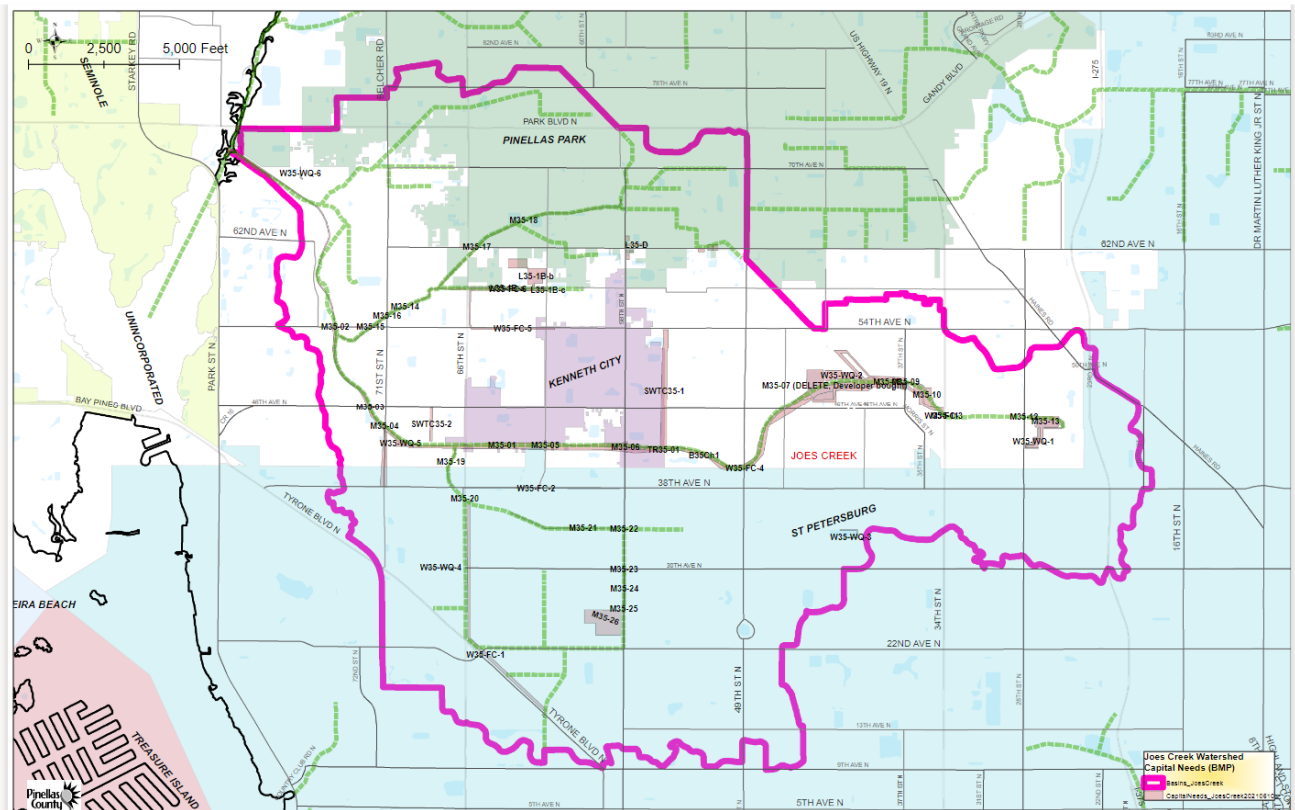
It is not the intention to develop an entire assessment from the very beginning, but to provide a PER that can verify and prioritize the recommended BMPs. This PER will not re-do the BMP analysis that was done as part of the 2016 Watershed Management Plan (WMP), it will provide additional evaluation and analysis of the BMPs to further define water quality benefits, flood reduction and restoration of natural systems. Conceptual (15%) designs for the top 6 alternatives will be included in the PER. Upon satisfactory completion of the PER, and in a future project phase, final design and permitting services will be performed for the Joe's Creek Greenway Restoration Project as determined by the COUNTY.

Similar to the previous WMP, water quality BMPs will be analyzed separately from flood mitigation BMPs. For cost estimating, the CONSULTANT will use unit costs determined for the Public Works Asset Management project to provide relative Class 4 (-30/+30%) conceptual level estimates for comparison. A factor will be developed to escalate (or deescalate) the determined opinion of probable cost for current fiscal year dollars and CIP planning.

### Project Background

The Joe's Creek Watershed is a 9,256-acre drainage basin located in the south-central portion of the County (Figure 1). The watershed includes parts of the cities of Pinellas Park, St. Petersburg, and Kenneth City as well as unincorporated County. The Joe's Creek system includes a main branch and three tributaries identified as Miles Creek and Pinellas Park Ditch #4 and Ditch #5. Dominant land use categories in the Joe's Creek Watershed include residential, commercial, industrial, and recreational open space. The main channel of Joe's Creek flows from east to west, ultimately discharging into Cross Bayou. Joe's Creek is impaired for nutrients (macrophytes), biologic indicators, and fecal coliform.

## Joe's Creek Model Update, Alternatives Analysis and Feasibility Study Scope



**Figure 1. Joe's Creek Watershed. Green delineates Pinellas Park, purple delineates Kenneth City, blue delineates the City of St. Petersburg, and the white areas unincorporated Pinellas County. The pink line delineates the watershed.**

In general, this watershed is fully built out with limited open land available. Most future land use changes will involve redevelopment of existing urban land. The watershed includes a portion of the Lealman Community Redevelopment Area (CRA), the first CRA in unincorporated Pinellas County. The COUNTY adopted the Lealman CRA Redevelopment Plan in 2016 which provides a comprehensive framework for guiding long-term development, economic development, and redevelopment revitalization strategies. There are many opportunities to incorporate low impact development to reduce runoff from existing land use in on-going tasks in the CRA such as Linking Lealman Initiatives, improvements at Ray Neri Park, as well as many transportation and stormwater projects.

### Project Description

This project consists of refining and converting a hydraulic and hydrologic model; refining the model and datasets, conducting an alternative analysis and feasibility study; performing a PER; public information and coordination meetings.

Additionally, this project will extend the vision of the Joe's Creek Channel 1 Bank Stabilization PER created by Wood Engineering in 2020 and merge it with the Joe's Creek Greenway Trail Alignment study completed by AECOM in 2017 by incorporating those projects into the refined model to help inform decision-making. This project is being completed in a phased approach and this phase includes model conversion and refinement, BMPs projects assessment update (old and new BMP), and conceptual design in support of the Joe's Creek Greenway Restoration and Trail Project. The specific tasks and deliverables are as defined in the following Scope of Services.



## Deliverables

Deliverables are described in detail within the scope below and listed in **Attachment B – Schedule of Deliverables**. All deliverables will be electronic in Adobe “pdf” format, except for the model files, and meet the general requirements of the DISTRICT and COUNTY. Due to COVID-related issues and the changing workplace, meetings will be held in a hybrid form using the internet (like MS Teams) and some in-person attendance.

## II. Scope of Services

The Phase I scope includes converting the existing Joe's Creek hydraulic and hydrologic watershed ICPR model from version 3 to version 4 and refining the model to provide more detail to quantify water quality, natural systems, and flood protection benefits. The scope also includes: an alternative analysis; feasibility study and PER for 6 BMPs as listed in Table 1 Task 3.1; update of the trail report; public information and coordination meetings and optional services. The Joe's Creek Channel will be an area of focus to assess the Joe's Creek Greenway Trail. Tasks that are District Reimbursable are noted “(DR)” after the task title.

### 1 Project Management, Kickoff, Goal Setting, and Site Visit (DR amount \$100,430)

#### 1.1 Project Management

CONSULTANT will provide project management for the duration of the project. This will include the preparation of project documents and filing systems for the project that will include contract documents, safety plans, writing, negotiating, and executing sub-consultant agreements; processing sub-consultant updates and invoices; developing, updating, and tracking project schedule and deliverables list; and developing and maintaining the project decision matrix. This task includes project scope and schedule tracking, monthly update meetings (including task leads, as necessary), and invoicing. Project controls and accounting time are included in this task. Grant coordination for grants beyond SWFWMD is excluded from this task.

#### 1.2 Internal Kick-Off Meeting

This task includes planning and attendance at an internal team kick-off meeting consisting of the project manager, the deputy project manager, major team leads/subject matter experts, and up to eight total project participants.

#### 1.3 County Kick-Off and Goal Setting Meeting

Within two weeks after an NTP has been issued, the CONSULTANT (up to eight CONSULTANT staff members) will conduct a 1/2-day kick-off meeting with the COUNTY and the District to review project scope, deliverables, schedule, and other pertinent information related to the project. Communication plan, success drivers, project risk register, and performance indicators will be established during the kickoff. Project success factors and intended outcomes will be explored to guide the project, to provide metrics to measure and track project success and for the County and for project stakeholders. The project goals will be revisited during public and stakeholder engagement to validate and refine success factors. Task includes attendance, preparation, and follow-up (highlights) from meeting.

#### Deliverables

- Kick-off Meeting Agenda
- Kick-off Meeting Highlights, action items, follow up activities and responsible parties

**Meetings**

- Kick-off Meeting (virtual)

**1.4 On Site Reviews**

CONSULTANT will conduct one full-day high-level site review in the field for the BMPs with County Public Works staff during the data collection stage. The intention is for this meeting to be an extension of the kick-off meeting and an opportunity for the COUNTY to communicate their vision in the field with up to 6 consultant staff for up to 8 hours. CONSULTANT will provide summaries of each of the site reviews as one combined site visit technical memorandum to the COUNTY within 10 working days following completion of the final site review. Time includes preparation for the site visit (maps/handouts) and preparation of the site visit summary TM. Project specific site reviews and field activities are detailed in relevant sections.

**Deliverables**

- Site visit summary technical memorandum

**1.5 Project Production Team (PPT) Review Meetings**

For this scope, CONSULTANT will attend two (2) COUNTY scheduled and led conference calls and two (2) COUNTY scheduled and led PPT meetings, one when the refined model is submitted and one after the draft preliminary engineering report (PER) is submitted. For each of the meetings the COUNTY and District will provide review comments for the CONSULTANT to address. Conference calls are to be between project management teams (PM, Technical Leads, Subject Matter Expert(s), as appropriate) and will serve as planning for the upcoming PPT meeting.

**Deliverable(s):**

- Agenda
- Attendance sheet
- Meeting highlights and list of action items

**Meetings:**

- Up to two (2) virtual meetings

## 2 Joe's Creek Watershed Model Refinement (DR)

The tasks included within this section are to refine the existing Joe's Creek Watershed model developed as part of the Joe's Creek Watershed Management Plan in the areas of the listed BMPs. Initially, the existing watershed model Geographic Water Information System (GWIS) geodatabase (v1.6) geodatabase that was compatible with existing ICPR v3 model will be converted to ICPR4 compatible GWIS geodatabase (v2.1). Then, the model refinements will be performed in the updated GWIS version. This allows the COUNTY to leverage the ability to use the ICPR4-compatible database section of the Joe's Creek Watershed already created for St. Petersburg, and any other updated GWIS geodatabases (Lealman and/or Kenneth City) within the watershed. For this work, the model refinements will be conducted in the portions of Joe's Creek Watershed that fall within COUNTY jurisdiction, excluding portions that are governed by other municipalities (e.g., the City of St. Petersburg, Kenneth City).

### 2.1 Data Collection

CONSULTANT will collect datasets, identified in Appendix C, to be obtained from the COUNTY, DISTRICT, and other sources as needed and determine additional data requirements. Data requested from the COUNTY will be requested in a data needs TM.

#### Deliverables

- Data Needs Technical Memorandum (TM)

### 2.2 Data Review and Assembly

CONSULTANT will prepare a data review and assembly summary TM, including a gap analysis to research and review existing information such as permits, as-built plans, design documentation, existing survey data and pertinent information regarding the project location available from typical industry resources, DISTRICT, and the COUNTY. This includes the previous reports and work completed within the watershed, which a preliminary list is included in Appendix C. The data permits, as-built plans to be requested are for those that are built after the COUNTY's last watershed update (2017). Based on Wood's review (2020), a select number of channel cross sections need to be refined. These cross sections will be collected later after the model is converted and adjusted.

#### Assumptions

- It is assumed that any developments that occurred prior to 2017 were included in the 2017 update.
- All proposed improvements will be contained within the limits of existing COUNTY-owned lands, rights of way or COUNTY easements. Should any missing easements be identified through the study, they will be identified in the data gap analysis.
- A preliminary list of documents the COUNTY will provide, and documents provided in the Request for Proposal, are listed in Appendix C.

#### Deliverables

- Data Collection and Assembly Summary TM

## 2.3 Migrate Existing Stormwater Geodatabase from ICPR v3 compatible GWIS v1.6 to ICPR4 compatible GWIS v2.1

CONSULTANT will be responsible for updating the existing ICPR v3-compatible watershed geodatabase (GWIS 1.6) to an ICPR4-compatible GWIS (v2.1) geodatabase. This includes converting GWIS v1.6 to GWIS v2.1

- Upon completion of the geodatabase migration, the model will be run in ICPR4 to develop an "Initial Conditions" model, which will not include any updated or refined portions from other projects.

### Deliverables

- Watershed existing conditions model in ICPR4
- Watershed existing conditions GWIS files

### Assumptions

- The update of the model from ICPR3 to ICPR4 does not change the identified issues, that is, no new issues are identified, and no previous issues are eliminated, with the exception of the addition of implemented BMPs or WQ projects to update the model existing condition. For these projects, it is assumed no new issues are created by the implementation of BMPs or WQ projects. Specifically, and excepting improvements provided by updating the existing condition model with completed or in-progress projects:
  - Artifacts of the migration adjacent to the BMPs necessary for completing this modeling that require correction will be addressed.
  - The original issues concerning the WQ project (BMP #5) are unchanged
  - WQ benefits will be updated if project concept changes.
  - Identification and evaluation of newly identified issues beyond the URS evaluation (2017) is specifically excluded from this scope of services

## 2.4 Watershed Model Refinements

Based on the information gathered in previous subtasks, and review of DISTRICT aerial topographic maps and DEM, CONSULTANT will conduct the model refinements, which will include model schematic update and model parameterization update.

### 2.4.1 Model Schematic Refinements

To leverage the recent or ongoing basin studies within the portions of St. Petersburg, Kenneth City and Lealman, Jacobs will incorporate the model features from these studies into the existing Joes Creek Model. All these models add additional level of detail required for the PER. The model combining approach will include:

- Coordinating permissions for use of different models
- Updating the GWIS v2.1 developed under Task 2.3, by using model features and associated table with the GWIS geodatabases from
  - City of St. Petersburg Stormwater Master Plan Group 5 model
  - Kenneth City Watershed Management Plan model
- For Lealman Stormwater Facility model, data is not in GWIS format. Therefore, required data will be appropriately loaded from GIS files of Lealman model into Joes Creek existing condition model

- Where the model features from these sources interact with the existing Joe's Creek model features, interaction will be reviewed, and model features will be properly aligned
- The updated combined model will form the baseline model to conduct any further model feature refinements

Further refinements of subbasin delineations will be conducted, as needed, to increase the model level-of-detail appropriate to evaluate the BMPs to be included in this project. Subbasins may be split to do some of this refinement with minimal changes to the hydrology inputs. The majority of the model refinements will be conducted along the main channel section of the Joes Creek and the 55<sup>th</sup> Street Canal (model links and cross sections).

These refinements will be conducted based on the LiDAR (2017 Florida State LiDAR) and other relevant information collected in the previous tasks. The level of effort is developed assuming up to 150 subbasins will be either added or edited in the COUNTY's portion of the model. This was determined based on the level of detail in the existing model and potential need to increase level of detail around of the BMPs areas.

**Update the link-node connectivity** – The ICPR4 link-node connectivity will be updated where subbasins have been refined. These updates will be conducted based on available as-built information or other development plans collected in the previous tasks. Structural information, such as inverts, size and material, for the links to be updates will be extracted for the available plan sets.

#### **Assumptions:**

- Model refinements will be conducted only near the identified BMPs area and its contributing areas. Level of effort is based on 150 subbasins that will be either added or edited in the COUNTY's portion of the model along the identified BMP sites.
- This task includes only updates to the Model network and not hydro network that is typically included in District Watershed Update projects.

#### **2.4.2 Field Data Collection**

Based on the model schematic, the CONSULTANT will identify missing information that will require field reconnaissance or field data acquisition. Field reconnaissance will be conducted by the CONSULTANT, which is generally needed to glean additional information beyond what was available through desktop reconnaissance, to assist with further subbasin refinement, deciphering general connectivity and drainage patterns, and basic parameterization of hydraulic features.

If field data acquisition is needed, the CONSULTANT will either request the COUNTY for the survey or deploy the survey team member to acquire the data. This survey request will be combined with other survey requests under 'Optional Services'.

The CONSULTANT shall provide the COUNTY notice of field work at least five (5) working days prior to the start of the field work. If approached by citizens while conducting field work, the CONSULTANT shall provide the citizen(s) with the COUNTY project manager name and office phone number.

#### **Assumptions**

- CONSULTANT assumes two people for 5 days of field reconnaissance focusing on addressing modeling related concerns

- The CONSULTANT has budgeted a surveyor subconsultant for up to a fixed amount of fee (Task 8). If resolving the deficiencies exceed the surveying budget, the CONSULTANT will prioritize the effort or split the work with the COUNTY.

### 2.4.3 Model Parameterization Refinement

Based on the desktop and field data collection, the CONSULTANT will update the hydrologic and hydraulic model parameters for only the updated subbasins, links and nodes.

- **Hydrologic parameters** – The CONSULTANT will use the CN methodology consistent with existing Joe's Creek Watershed model. No changes to the input data will be made unless there is a known change that needs to be addressed.
- **DCIA values** – The updated subbasins DCIA will be based on the documented (i.e., DISTRICT landuse lookup tables) values per landuse type. These values will be reviewed against the values in the existing model for consistency. Landuse shapefile will also be reviewed for reasonableness against latest and if necessary, updates will be made for landuse classifications
- **For the portions of the model that are being added from other municipalities** (i.e., St. Petersburg or Kenneth City), if a different runoff or infiltration methodology (such as, Green-Ampt Infiltration) was used, the CONSULTANT will retain that methodology for those portions of the watershed model.
- **Starting Water Levels** – Where necessary for model refinement, CONSULTANT will update initial stages for updated stormwater management areas and ponds based on best available information such as ERP documents, control feature data, orthophotography, or seasonal high-water levels when control feature data are not applicable. Initial stages in wetland areas may be based on a desktop vegetation/terrain evaluation.
- **Channel Cross-Sections and Manning's Roughness Coefficients** – The CONSULTANT will rely on the cross-sectional data for the channels in the existing model. If additional cross-sectional data is needed, the CONSULTANT will either use the LiDAR based cross-sections or obtain survey data, depending on the location of the cross-section and the quality of the 2017 Florida State LiDAR data.
- **Subbasin Stage-Storage** – The CONSULTANT will develop updated stage-storage relationships for each of the updated subbasin. This process will be conducted using GIS ArcHydro tools in conjunction with the LiDAR data, to reduce hand calculations and improve accuracy. Channel storage exclusion polygons will be digitized in GIS for each modeled channel within the model. The polygon extents will be drawn based on the channel's length and width. The area within these polygons will be removed from the subbasin's available stage/storage calculations.
- **Overflow weirs** – Overflow weirs will be regenerated only for the updated subbasins based on the LiDAR data. The CONSULTANT will establish the locations and parameterization of overflow and overbank weirs and further establish the ground cover type for each updated subbasin. A table of suggested weir coefficients will be established based on the weir type and the ground cover type.
- **Rainfall runoff generation** – The CONSULTANT will collect the rainfall information from the COUNTY or DISTRICT that will be used for the calibration events. It is anticipated that the COUNTY will provide the available high-water mark information or any gauge information to select a rain event for calibration. For design storm events, the Florida modified unit hydrograph and rainfall volumes for DISTRICT rainfall hyetographs will be used.
- **Manning's n values for conduits and weirs** – The CONSULTANT will evaluate and adjust Manning's n values for updated model link features based on the material type of the structure.
- **Boundary conditions** – The CONSULTANT will review the tidal boundary conditions and the boundary conditions between adjacent watersheds that are established in the existing model and determine their

utility for the model update. If changes are warranted in the boundary conditions, the CONSULTANT will discuss with the COUNTY before making any changes in the model.

The CONSULTANT will populate an updated the GWIS v2.1 GDB with the parameters developed and described above.

#### **Assumptions:**

- Model parameterization will be conducted only for the refined subbasins and corresponding link-nodes.

#### **2.4.4 Watershed Model Performance and Verification**

The refined watershed GWIS GDB will be exported to ICPR4. The ICPR4 model will be initially simulated and tested for a single storm to examine, identify, and correct any numeric instabilities in flows and/or stages and to confirm that reasonable mass balance (continuity) is maintained. The stable model will be used for model verification. Verification will be completed using the available high-water marks (HWM) since 2017 that will reflect the refined condition of the model. The CONSULTANT will rely on the County and DISTRICT's latest HWM database to obtain the available HWMs. If HWMs are unavailable, the CONSULTANT will rely on alternate methods to validate design storms using the known design criteria of a few ponds within the project area and/or bridge/culvert crossings along Joes Creek. The CONSULTANT will request the County and rely on the available ERPs or As-built plans for ponds to obtain designed highwater conditions and available hydraulic evaluation reports for culvert crossings to obtain the designed headwater/tailwater conditions.

If the above-mentioned verification approach doesn't yield a reasonable verification, and a new verification or calibration dataset is deemed necessary to collect to adjust the model parameters and to match the simulated and observed HWM data, then, the CONSULTANT will approach the COUNTY for change of scope to complete the new verification or calibration.

#### **Deliverables**

- GWIS v2.1 database for COUNTY's updated model conditions, with parameter fields/tables populated
- GIS shapefiles/databases and backup calculations/spreadsheets documenting the parameterization development
- Draft and Final verified updated ICPR4 model with model ledger
- Table of model results versus high water mark data
- Draft and Final Technical Memorandum summarizing model schematic updates, parametrization, and verification

#### **Meetings**

- Up to two (2) meetings to discuss parametrization and verification

### **2.5 Design Storm Simulations and Existing Floodplain Level of Service (FPLOS) Analysis**

Unless otherwise specified, the CONSULTANT shall simulate the following design storms:

- 2.33-year, 5-year, 10-year, 25-year, 50-year, 100-year, and 500-year, 1-day events using the Florida Modified Type II 24-hour distribution



### ***FPLOS Methodology***

It is anticipated that the level-of-service criteria in the COUNTY's Comp Plan will be the basis for the FPLOS determination.

### ***FPLOS Determination***

Floodplains for the 2.33-year, 5-year, 10-year, 25-year, 50-year, and 100-yr events will be delineated. The CONSULTANT shall establish landmark elevations for structures and/or roadways at each subbasin in the watershed. Road feature class with classification will be provided by the COUNTY. A feature class showing approximate structure footprints will be provided by the COUNTY. Structure classifications will be based on the Florida Department of Revenue (FDOR) classifications. The landmark elevations established for FPLOS analysis are the critical or lowest landmark elevations and are reflective of the worst-case flooding that could occur in a subbasin. These elevations will be determined from survey or estimated from topographic information and stored in geodatabase feature classes. It is assumed that for structures, the landmark elevation will be the finished floor elevation (FFE), either surveyed or estimated from LiDAR topography. Also, it is assumed that the roadway landmark elevation will be the edge of pavement.

The CONSULTANT will determine the flood protection level-of-service (FPLOS) throughout the watershed. FPLOS determinations will be based on the methodology and criterion agreed upon with the COUNTY using inundation polygons and flood depth grids as well as comparing landmark elevations with model results.

A FPLOS shall be assigned to each structure and roadway segment under analysis for each subbasin. An overall subbasin FPLOS shall be determined by the lowest FPLOS assigned within that subbasin. A table shall be provided in the FPLOS Analysis Report, which categorizes each subbasin with the roadway FPLOS, structure FPLOS, and overall FPLOS.

### **Deliverables**

- GIS shapefile illustrating LOS identification for each SW basin/subbasin
- Tabulation indication Level of Service conditions for roadway access and structure protection

## **2.6 Future Climate Projections /Flood Scenario Development**

CONSULTANT will review the latest available climate science (e.g., Intergovernmental Panel on Climate Change) and related sea level rise (Climate Science Advisory Panel) and rainfall projections (e.g., St. Petersburg wet weather analysis) where available. These projections will be used to develop flood scenarios comprised of varying climate scenarios, and planning horizons, where applicable considering the County strategic plans, adoption of future conditions and planning horizons. Up to three climate scenarios will be developed forming the bookend of probable climate futures for consideration in the stormwater future conditions analysis in the next task.

The CONSULTANT will discuss these scenarios with the COUNTY and key stakeholders during a virtual meeting to inform the selection a future flood scenario for inclusion in the future conditions modeling. COUNTY shall schedule this meeting after coordinating with the CONSULTANT.

Sea level rise projections will be pulled from NOAA 2017 projections as represented in the Climate Science Advisory Panel (CSAP) 2019 SLR projections publication, with input from County on previously adopted projections and their application in capital projects. Rainfall projections will be evaluated by the CONSULTANT. Recent rainfall projections performed within the County will be leveraged to inform this process, for application on the stormwater future conditions modeling.



### Deliverables

- Tech memo including rainfall and SLR projections; a summary of the flood scenarios and planning horizon; recommended flood scenarios for use in the future conditions stormwater modeling.

### Meeting(s)

- Virtual meeting to discuss results of rainfall and SLR analysis to solicit input from COUNTY and key stakeholders from applicable municipalities to present the tech memo.

## 2.7 Future Conditions Flood Modeling

CONSULTANT will model up to three future conditions flood scenarios including projected rainfall and SLR, developed in Task 2.6. These future-based models will be run to demonstrate potential flood impacts related to the water levels and rainfalls associated with the three selected scenarios over the expected service life of the project. Using NOAA's 2017 Sea Level Rise rates and in accordance with the COUNTY's SLR Guidance Manual and spreadsheet tool (to be provided by COUNTY). Both the combined 25- and 100-year events will be evaluated using the Intermediate-Low, Intermediate, and High Curves.

For these future model scenarios, the following parameters will be adjusted from the existing conditions model:

- Rainfall data will be adjusted to reflect the projected data for the selected future conditions based on planning horizon.
- Tidal boundary conditions at system nodes will be adjusted to reflect the projected sea level rise values for the select future planning horizon.

### Deliverables

- ICPR4 model results for the select future planning horizon model simulations.
- Peak stage floodplains (transition zones not included) from the future conditions model results, will be used to develop visuals (maps) of model results in terms of flood inundation zones.

## 2.8 Water Quality Analysis

Water quality improvements will be analyzed through the use of BMPTrains™ and will integrate the tenets of the County's latest Stormwater Manual to assess pollutant load reductions and removal efficiencies. Opportunities to implement green infrastructure/bioswales in the right-of-way surrounding the project areas, along with sustainable and low maintenance designs will be considered.

CONSULTANT will use the pollutant load model (PLM) previously developed for Joe's Creek watershed by URS. This tool is a GIS-based pollutant-loading analysis for each watershed subbasin. Modified subbasins will need to be added to the loading analysis. Typical removal rates for selected BMPs (based on the methods provided in FDOT's BMPTrains) will be used evaluate BMPs performance and recommendations.

The analysis will estimate total-suspended solids, total nitrogen, and total phosphorus for each subbasin based on factors such as intersecting land-use and soils types.

### Deliverables

- Summary table of pollutant loading rates per subbasin
- GIS files associated with the pollutant-loading analysis

### Assumptions

- CONSULTANT will use the typical event mean concentrations per land use as recommended in BMPTrains to estimate pollutant loadings.

## 3 Alternatives Analysis, Feasibility Assessment, BMPs Prioritization, and Preliminary Engineering Report (PER) (DR)

CONSULTANT will perform conceptual planning to assist the COUNTY in selecting and scheduling capital projects to move forward to satisfy the flood mitigation and water quality improvement goals. An analysis of the previously identified issues and recommended BMP/WQ projects will be conducted by CONSULTANT. Improvements within the watershed will be developed and/or prioritized based on how well they address long term resilience needs while considering sea level rise and infiltration resulting from projected hydrologic changes.

### 3.1 Develop Alternatives for LOS and WQ Issues

The intention is to evaluate approximately 4.2 miles of Joe's Creek main channel from 34<sup>th</sup> St. North to 54<sup>th</sup> Ave N, inclusive, for bank stabilization and natural stream restoration, as well as BMPs in between. After the model is updated from ICPR3 to ICPR4 (Task 2), it is assumed that identification of BMPs will be limited to the extents of the project areas identified in Table 1. Identification of new flood prone areas for further analysis is not part of this task. The Blue-Green Infrastructure and Low Impact Development will be considered and included in alternatives developed (Task 3.3), as appropriate.

- For each alternative developed, CONSULTANT will visit, use drone reconnaissance, or virtual (i.e., aerial photography, etc.) means to determine and document existing conditions. CONSULTANT will then prepare conceptual drawings, quantify flood reduction improvements, update the estimated pollutant reduction benefits, and perform the other components of the feasibility study. A high-level analysis will be conducted for each identified alternative to determine the rough estimate of pollutant removal and flood reduction benefit that may be anticipated, using the baseline data from Task 2. The COUNTY has provided a preliminary list of BMPs (Table 1) and their respective rankings.

**Table 1. Preliminary List of BMPs Provided by the COUNTY.**

BMPs Final Prioritization	BMPs ID_Year	Project_Name	Description	Location	Within Joe's Creek Channel
1	B35 Ch1_2020	Joe's Creek Ch 1 Stream Restoration - 66th St N to 37th St N (Bank Stabilization PER)	Bank Slope Stabilization and Natural Stream Restoration inclusive of the following BMPs: W35-WQ-3_2016, M35-05_1980, M35-01_1980 (partially), W35-WQ-2_2016, M35-06_1980, M35-09_1980	Channel 1, 66th St to 34th St	x
3	W35-FC-3_2016 (same as M35-11_1980)	Joe's Creek WMP Alternatives Analysis 2016 (W35-FC3)	Main Channel at US 19 - FC#3	South County	x

Joe's Creek Model Update, Alternatives Analysis and Feasibility  
Study Scope



4	SWTC35-1	55th St N Conveyance Imps.	Sandbag wall on west side of bank (Kenneth City) is failing, erosion issues along channel bottom and east side (Pinellas County); replace pipes under roads	55th Street R/W between 54th Av N to Joe's Creek	
5	W35-WQ-1_2016	Joe's Creek WMP Alternatives Analysis 2016 (W35-WQ1)	Silver Lake Pretreatment: Excavate retention swale to depth of 3' with 3H:1V SS, spillover 1' below TOB	Silver Lake	
6	W35-FC-4_2016	Joe's Creek WMP Alternatives Analysis 2016 (W35-FC4)	Channel 1 Culvert Upgrade at 49th St N (St. Pete)	49th St N and Joe's Creek Channel 1	x
8	M35-02_1980	SWMP - Joe's Creek Basin 1980 (M35-02)	Erosion Control with rip rap	Main Channel, 54th Ave N Bridge	x
12	W35-WQ-5_2016	Joe's Creek WMP Alternatives Analysis 2016 (W35-WQ5)	Joe's Creek Dry Retention Pond (St. Pete)	W of 71st St N, north of 41st Ter N, S of Joe's Creek	x
13	W35-WQ-6_2016	Joe's Creek WMP Alternatives Analysis 2016 (W35-WQ6)	Excavate 1.1 acre dry detention area to a depth of 3' with 3H:1V slopes. Divert existing inflow to pretreatment area.	70th Ave N (existing SWF)	x
42	W35-FC-5_2016	Joe's Creek WMP Alternatives Analysis 2016 (W35-FC5)	54th Ave N Drainage Improvements (66th St N to 62nd St N) Re-route 54th Ave N west then north parallel to 66th St N discharging into Channel 4-D. Upgrade to 60" x 120" CBC	54th Ave N from 58th St N to 66th St N, 66th St N from 54th Ave N to 58th Ave N	X

- For each BMP, up to two alternatives will be developed. For the Joe's Creek channel ("channel"), the two alternatives will be developed iteratively, in a workshop setting, with the COUNTY. For this, the channel will be divided into reaches, as determined by characteristics of the channel itself. Each channel reach could have a number of solutions and the final two channel alternatives will represent a independent solutions for each reach, where the alternative represents all of the reach solutions working together in concert.

### Meetings

- Alternatives Workshop

### Deliverables

- Alternatives Workshop Agenda
- Decision Matrix update, as necessary (in lieu of minutes)
- Alternatives Technical Memorandum

### 3.2 Feasibility of Alternatives

The CONSULTANT will develop an alternatives analysis as part of the PER. CONSULTANT will conduct a single ½-day workshop with COUNTY to confirm prioritization criteria, before commencing analysis.

The existing condition model developed under Task 2 will be used as the base model for each evaluated alternative. In addition, the following methodologies will be applied to individual projects and to develop full channel solutions from the various reach alternatives identified in Task 3.1:

- Within the Joe's Creek channel, improvements will focus on floodplain connectivity, stormwater storage, bed and bank stability, in-stream habitat, water quality, flood conveyance, and maintenance access.
- Design adjustments to the channel alignment (pattern) and geometry (cross section) are expected to focus more on the low flow channel and floodplain (instead of changing the existing alignment of the entire [high flow] creek channel).
- Analyses will incorporate the update the base condition (existing condition model from Task 2) and include sufficient detail to allow relative comparison of how the two alternatives would change the model results.
- Beyond the channel and within the contributing basin, the proposed BMPs will incorporate LID/GI recommendations, where feasible.
- Alternatives modeling results will be compared to the existing condition model results to evaluate the LOS improvement of the target area

The CONSULTANT will evaluate and integrate the modeling, SIMPLE-Seasonal, and BMPTrains™ results with initial criteria identified by the COUNTY and SWFWMD.

#### Deliverables

- Prioritization Criteria Workshop Agenda
- Prioritization Criteria Workshop Minutes

#### Assumptions

- The refined watershed model will be updated to develop a proposed condition model with the proposed alternatives for improvements. The conceptual design will be based on hydrologic and hydraulic improvements evaluated in the proposed condition models.
- Field reconnaissance will prioritize the areas where something unusual exists based on drone-collected video imagery and initial field visit from Task 1. Task 3 field work will focus on gathering site-specific information on existing and potential future conditions to guide development and evaluation of alternatives and identifying requirements for each of the solutions proposed. Field observations will focus on:
  - Locations of channel instability (bed/bank erosion and deposition)
  - Characterization of surface and subsurface substrate size and vegetation conditions based on visual observations (e.g., measured depth of fine sediment, photographs of substrate).
  - Opportunities for conveyance, water quality, and habitat improvement as well as increased channel-floodplain connectivity.
  - COUNTY will be responsible for obtaining site access for CONSULTANT field staff.
  - A Trimble GeoExplorer or tablet with Collector for ArcGIS application will be used to support the field reconnaissance and record the location of collected field measurements or features of note.
- Conceptual designs will be based on GIS and hand sketches.

- Alternative's modeling results will be compared to the existing condition model results to evaluate the LOS improvement of the target area
- Analyses will incorporate the Future Predictive Model results (Task 3) as the base condition and include sufficient detail to allow relative comparison of how the two alternatives would change the Future Predictive Model results.
- COUNTY review time is 14 calendar days, and the COUNTY will return complete written feedback within 14 days, even when DISTRICT contract times allow the DISTRICT longer. Delay on the part of the COUNTY will affect total schedule.
- The following tasks are EXCLUDED from this scope of work
  - Detailed sediment transport analysis and modeling will not be completed as part of this task.
- Risks to sanitary inflow and infiltration will not be addressed.

### 3.2.1 Joe's Creek Lower Floodplain Creation

This project will merge the vision of the Preliminary Engineering Report created by Wood Engineering in 2020, the proposed Joe's Creek Greenway Trail completed by Forward Pinellas in 2017, and the proposed conditions model update that will be performed under Task 3. This stream restoration project will reconfigure Joe's Creek with a wider channel cross-section so that natural stream meandering and lower floodplain is created where feasible. Reconfiguring Joe's Creek will increase stormwater storage, provide for more in-stream habitat and easier maintenance access, decrease streambank erosion, enhance overall system stability, improve water quality, and improve the tailwater conditions for tributaries discharging into the main channel. Another element of the project is a trail/maintenance access along the top of the streambank. The PER and refined model will provide the basis of design for the project. Because the DISTRICT cooperative funding agreement does not include the Greenway Trail component, a separate PER will be provided (Tasks 5 and 6).

#### Assumptions

- Project extents will be from 34<sup>th</sup> St North downstream to 54<sup>th</sup> Avenue N bridge, a distance of approximately 4.2 miles, within the existing channel corridor.
- Findings from two previous reports, the Preliminary Engineering Report (Wood Engineering, 2020) and the proposed Joe's Creek Greenway Trail Report (Forward Pinellas, 2017), will be considered and incorporated to the extent possible, but all findings may not be applicable and incorporated.
- The design will be based on hydrologic and hydraulic data from the proposed conditions model update (Task 2).
- Beyond the channel and within the contributing basin, the design will also incorporate LID/GI recommendations (Task 3.1).
- Within the channel, improvements will focus on floodplain connectivity, stormwater storage, bed and bank stability, in-stream habitat, water quality, flood conveyance, and maintenance access.
- Field reconnaissance will cover the full length of the project extent (4.1 miles) and be prioritized based on drone-collected video imagery and initial field work from Task 3. Task 4 field work will focus on gathering site-specific information on existing and potential future conditions to guide development and evaluation of alternatives at each of the BMP sites. Field observations will focus on:
  - Locations of channel instability (bed/bank erosion and deposition)
  - Characterization of surface and subsurface substrate size and vegetation conditions based on visual observations (e.g., measured depth of fine sediment, photographs of substrate).

- Opportunities for conveyance, water quality, and habitat improvement as well as increased channel-floodplain connectivity.
- COUNTY will be responsible for obtaining site access for CONSULTANT field staff.
- A Trimble GeoExplorer or tablet with Collector for ArcGIS application will be used to support the field reconnaissance and record the location of collected field measurements or features of note.
- Design adjustments to the channel alignment (pattern) and geometry (cross section) are expected to focus more on the low flow channel and floodplain (instead of changing the existing alignment of the entire [high flow] creek channel).
- Potential opportunities to incorporate the Greenway Trail with the improvements to Joe's Creek's low flow channel and floodplain will be evaluated, especially at major crossings (e.g., railroad and roads).
- Analyses will incorporate the Future Predictive Model results (Task 2) as the base condition and include sufficient detail to allow relative comparison of how the two alternatives would change the Future Predictive Model results.
- Risks to sanitary inflow and infiltration will not be addressed.
- Detailed sediment transport analysis and modeling will not be completed as part of this task.

#### Deliverables

- Draft and final Joes Creek Lower Floodplain Creation Alternatives Analysis technical memorandum (up to 20 pages, plus exhibits) describing the data collection and analysis methods (desktop and field), approach to developing alternatives, and descriptions of two alternatives for Joe's Creek Lower Floodplain Creation. Exhibits will include conceptual figures in GIS and typical plan and profile renderings/sketches. Appendix will include e-copy of field observations.

#### 3.2.2 55th Street North Stormwater Conveyance Improvements

This BMP addresses preliminary engineering and stormwater modeling for design of the pipe and ditch system within the unimproved 55th Street right-of-way within the County and the Town of Kenneth City. The location of the improvements is the unimproved 55th Street right-of-way from 54th Avenue North to its terminus at Joe's Creek. The task goals are to reduce/remove erosive conditions, improve slope stability, replace pipes under roadways, improve connections with tributaries, lower the ditch to be closer to the elevation of Joe's Creek near the outfall, and increase water quality in the conveyance system. The PER and model will be the basis for design the 55th Street North Stormwater Conveyance Improvements.

#### Assumptions

- Project extents will be along the unimproved 55th Street right-of-way from 54th Avenue North to the tributary's confluence with Joe's Creek, a distance of approximately 0.75 miles, within the existing channel corridor.
- Findings from the Preliminary Engineering Report (Wood Engineering, 2020) will be considered and incorporated to the extent possible, but all findings may not be applicable and incorporated.
- Kenneth City WMP related data will be used for refinements of the model within the Kenneth City model domain area.
- The design will be based on hydrologic and hydraulic data from the proposed conditions model update (Task 2).
- Beyond the channel and within the contributing basin, the design will also incorporate LID/GI recommendations (Task 3.1).

- Within the channel, improvements will focus on improving conveyance capacity of the channel and roadway culverts (potentially size and condition upgrades), incorporating water quality features well as improving floodplain connectivity, bed and bank stability, in-stream habitat, maintenance access, and regrading the channel profile at the downstream end.
- COUNTY will be responsible for obtaining site access for CONSULTANT field staff.
- A Trimble GeoExplorer or tablet with Collector for ArcGIS application will be used to support the field reconnaissance and record the location of collected field measurements or features of note.
- Analyses will incorporate the Future Predictive Model results (Task 3) as the base condition and include sufficient detail to allow relative comparison of how the two alternatives would change the Future Predictive Model results.
- Detailed sediment transport analysis and modeling will not be completed as part of this task.
- CAD work will not be completed as part of this task.

#### Deliverables

- Draft and final 55th Street North Stormwater Conveyance Improvements Alternatives Analysis technical memorandum describing the data collection and analysis methods (desktop and field), approach to developing alternatives, and descriptions of two alternatives for 55th Street North Stormwater Conveyance Improvements. Exhibits will include conceptual figures in GIS and typical plan and profile renderings/sketches. Appendix will include e-copy of field observations.

#### 3.2.3 Silver Lake Pre-Treatment

This task includes preliminary engineering of a water quality improvement project within Silver Lake. The goal of this BMP is to provide pollutant load reduction by making improvements to Silver Lake. This task will include evaluating lake improvements alternatives and comparing them for their ability to remove pollutant loads, capital cost and operational requirements.

Previously identified alternative includes the installation of swales equipped with biologically activated media (BAM) to reduce nutrient loads entering Silver Lake. Additional alternatives will be evaluated that includes converting Silver Lake into a water quality facility with natural wetland hydroperiods and incorporating low maintenance features to enhance water quality improvements and increase flow attenuation volume to provide both flood relief and enhanced water quality benefits. This could be achieved by expanding the footprint to the limits of the County's property using the space that was conceptualized for pretreatment swales in the original analysis, to provide maximum flow attenuation and pollutant removal. It is expected that a multi-element solution could include such components as:

- Multi-Level Compound Weir: Replace existing weir with a multi-level compound weir that allows water levels to decrease to promote natural hydroperiods and healthy vegetative communities and littoral zones—and create additional storage volume between storm events.
- Floating Wetlands: Filter flow exiting Silver Lake and enhance water quality before it is discharged to Joe's Creek.
- Hypolimnetic Aeration: Add a fine bubble diffuser at the sediment interface to inhibit internal nutrient cycling, oxygenate water, and provide mixing to prevent algal blooms. Aeration equipment could be solar-powered.
- Treatment Wetland: Convert portions of Silver Lake to shallow and deep marsh zones. Include deep zones at stormwater inlets to act as forebays and buffer velocities during storm events. Because water cannot be stored below water, this approach would not reduce storage volume.



The PER and refined model will be the basis for design the Silver Lake Pre-Treatment improvements.

#### **Assumptions for Silver Lake Pre-Treatment project:**

- The refined watershed model will be used to evaluate the alternative.
- Alternatives modeling results will be compared to the existing condition model results to evaluate the LOS improvement of the target area. Improvements to flooding conditions will be quantified.
- The proposed improvements from the recommended alternative will be utilized to develop the Class IV Preliminary Engineer's Opinion of Construction Cost Estimate and 15% design plan sets.

#### **Deliverables**

- Draft Technical memorandum summarizing the alternatives
- Conceptual drawing package
- Proposed condition ICPR4 models

### **3.3 Low Impact Design/Green Infrastructure Opportunities**

The project will entail identification and evaluation of proposed improvements that adhere to the requirements of the COUNTY's Stormwater Manual and will consider opportunities to leverage Low Impact Design (LID) techniques including green infrastructure (GI) to achieve stormwater pollution reduction requirements as part of the proposed design.

CONSULTANT will rely on Best Industry Practices to develop Low Impact Design (LID) and Green Infrastructure (GI) opportunities specific to Joe's Creek and its watershed. The following are guidelines and strategies that will be used:

- Follow the practices and approaches outlined in the Pinellas County Stormwater Manual.
- To the extent practical, look for opportunities to incorporate new GI design templates for several common practices currently being developed by the COUNTY.
- Apply lessons learned and success factors from the retrofit projects recently implemented locally and regionally, especially projects that included bioswales, green gutters, and permeable pavement.
- Identify permitting limitations, state and local buffer requirements, state and local stormwater requirements, and local floodplain management ordinances and determine how they may limit or significantly impact successful implementation of LID/GI.
- Evaluate regional and site-specific drainage patterns (historic and current) to understand environmental drivers for the study area.
- Review and understand floodplain impacts and limitations to design.
- Evaluate soils mapping to understand drainage constraints, structural considerations, and landscape palettes.
- Consider potential impacts of high groundwater conditions and mounding recovery periods.
- Where practical, integrate LID/GI techniques to achieve watershed water quality goals and provide partial flood mitigation.
- Conduct a desktop GIS analysis to look for potentially feasible LID/GI retrofit opportunities within both public (right-of-way, schools, parks, municipal buildings, vacant lots, etc.) and private (residential, commercial, industrial, and privately owned, as feasible) land uses that can augment (if not replace) the



effectiveness of other potential improvements. Such opportunities may take the shape of either specific LID/GI projects at defined locations or more generalized LID/GI strategies that can be applied at various locations across the watershed.

- Further evaluate these potential individual projects and/or strategies to determine which GI/LID practices will be the most impactful based on the land use, space availability/constraints, hydrologic considerations, potential for integration with other planned capital improvements, proximity to existing drainage infrastructure, and other relevant site criteria. Conceptually develop those LID/GI practices in such configurations and combinations that are best suited to varying site conditions that can be seamlessly integrated to enhance land use, easily adapted for additional storage capacity/flood resiliency, and work both individually and as part of a larger connected network.
- Work with the COUNTY and stakeholders to establish LID/GI site evaluation criteria and a rating system to score and rank potential sites and/or strategies for implementation. Seek COUNTY and stakeholder input as to how much weight each category receives within the overall scoring process. The result will be a list of LID/GI opportunities prioritized on the basis of their ability to improve long-term resiliency, ease of implementation, hydraulic performance considerations, and cost. Key criteria used to develop the prioritized list will be identified in coordination with the COUNTY.
- Develop a concept level drawing package illustrating up to ten (10) of the highest ranked LID/GI projects and/or strategies. The conceptual drawings will include GIS-based site plans at an appropriate scale to depict the proposed LID/GI technologies, as well as the general location of all major design elements (inflows, outflows, access points). A plan narrative will describe the anticipated design elements, materials, and overall intended purpose of each LID/GI opportunity, as well as provide summarized estimates of the following: cost, pollutant removal, and hydraulic performance. The concept package will also include site and/or typical sections, a high-quality perspective rendering at each location, and identification of proposed site furnishings, signage (including educational signage for the community), and wayfinding.
- The drainage areas or tributaries connecting each site and the LID/GI interventions will be refined using a combination of GIS feature datasets (inlets, manholes, catchments, contours, LiDAR, etc.), site observations, and review of existing documentation.
- Develop a hierarchy approach for use within the watershed to differentiate between types of materials, plantings and stormwater conveyance techniques based on elevation and location within a watershed with the goal to develop site-specific designs reflecting the physical properties of the sites and creating opportunities for education, replication and consistency in design language throughout the watershed.
- Evaluate stream, tributary, and floodplain condition in key locations to determine slope stability issues, erosion concerns and opportunities for improving floodplain performance.
- Identify key action items and locations for areas in need of rehabilitation or conservation.
- Engage and stimulate stakeholders and the public to celebrate wildlife habitat and stewardship by highlighting the benefit to the community and region.
- Consider conservation and rehabilitation as an overlay for the project's recommendations.
- Identify specific parcels or open space that promote biodiversity and preserve wildlife habitat and link to larger regional conservation networks.

#### **Deliverables**

- Watershed-wide concept plan of potential LID/GI opportunities
- Brief technical memorandum summarizing development, ranking, and prioritization of LID/GI opportunities at the watershed level
- Conceptual drawing package for ten (10) of highest ranked LID/GI projects and/or strategies

### 3.4 Cost Estimating and Preliminary Schedule

CONSULTANT will develop a Class 4 Preliminary Engineer's Opinion of Probable Construction Cost (PEOPCC) estimates consistent with the terminology and practices recommended for conceptual screening analysis by the Association for the Advancement of Cost Engineering (AACE) International for each alternative identified in section 3.2 for use in project prioritization (section 3.6). Similarly, for each alternative a preliminary schedule for design and construction will be developed. The information will be reported in fiscal years and the COUNTY can use the information to apply for grants, prepare RFPs, etc.

The PEOPCC will be based on a lifecycle analysis including both capital and maintenance costs, prepared using known and historical construction costs, with reference to historical COUNTY project bids and Florida Department of Transportation (FDOT) averages. The final construction cost can only be determined after competitive bidding of the project by the COUNTY.

#### Deliverables

- Class 4 Preliminary Engineer's Opinion of Probable Cost for each alternative (to be used in prioritization (Task 3.6), documented in PER, task 3.7)
- Preliminary schedule for each alternative (to be used in prioritization, Task 3.6, and documented in the PER, Task 3.7)

### 3.5 Prioritize Projects

Following the alternatives analysis, CONSULTANT will work with the COUNTY on an evaluation process to prioritize the preferred alternatives. This includes a ½ day workshop with the County to develop ranking criteria. Using agreed upon ranking criteria, the selected alternatives will be prioritized. Ranking criteria are expected to include at a minimum impact to flooding and water quality, cost effectiveness, and natural systems improvements, CONSULTANT will document the prioritization process within the PER.

#### Deliverables

- Ranking criteria and prioritization (documented in PER, Task 3.7)

### 3.6 Preliminary Engineering Report

A Preliminary Engineering Report (PER) will be prepared to document the alternatives and feasibility analysis, cost estimating, project prioritization (tasks 3.1-3.4), and advance the six BMPs selected alternatives up to the 15 percent design level. The PER will include the following:

- Summary of data collection and site condition interpretation
- Permitting strategy and wetland mitigation costs
- Flood reduction evaluation – this will be based on using the source DEM (2017 Florida Statewide LiDAR) to develop a methodology of finished floor elevations impacted by the 100-year/24-hour event. (COUNTY will provide shapefile for all structure footprints.) Specifically, the number of buildings removed from each of the six design storm events (Mean Annual, 5yr/1d, 10yr/1d, 25yr/1d, 50yr/1d, and 100yr/1d – per SWFWMD BCA Tool spreadsheet).
- Water quality improvement evaluation based on load reduction calculation of total nitrogen, total phosphorous, total suspended solids using BMPTrains™
- Upstream / Downstream impacts & sequencing-dependency discussion

- Identification of preliminary environmental impacts (wetland/natural system impacts) or potential contamination (i.e., requiring Phase 1 environmental site assessment)
- Literature search to identify brownfield areas
- Natural resource benefits
- Project Costs –development of class 4 Preliminary Engineer's Opinion of Probable Construction Cost
- Benefit/cost ratio using SWFWMD's Cost Benefit Analysis
- Potential design constraints and construction issues, utility conflicts
- Identification of ROW requirements and acquisition cost projections
- Identification of geotechnical and survey needs
- Alternatives analysis
- Conceptual drawings at a 15% level (Ch 1. Restoration typical sections, plan and profile views; to be created using GIS, LiDAR and aerials of proposed locations; description of proposed stabilization types for Ch. 1, and type/approx. limits of gray and green infrastructure)
- Recommendations

A single workshop (virtual or in-person) will be held with the COUNTY to review the PER and receive comments. Upon incorporation of these comments, a presentation of the PER will be developed to inform the PPT. PPT comments will be collected and addressed (along with COUNTY comments) in the final document.

#### Assumptions

- The PER will serve as a single overarching document for all BMPs and function as a Basis of Design Report. Findings from previous tasks will be briefly summarized in the PER with reference to appendices (previous task deliverables) for details.
- Joe's Creek Channel is assumed to not be a brownfield location based on County provided information.
- Review comments will be limited to those provided by the County (PPT), and District.

#### Deliverables:

- Draft and final PER including re-ranked list of BMPs in PDF format (BMPs list also in EXCEL)
- Responses to Project Manager's comments and necessary corrections
- Responses to formal PPT and District review comments

#### Meetings:

- Up to three (3) meetings, maximum of one in-person meeting.

## 4 Greenway Trail Existing Conditions Assessment and Re-Evaluation

### 4.1 Existing Conditions Assessment

The project area (BMP 2, noted in Table 2) is located along Joe's Creek with connectivity throughout the Lealman Neighborhood. Numerous studies have been performed throughout the greenway and the neighborhood. The CONSULTANT shall complete field reviews in support of the above reviews.

**Table 2. Trail from Preliminary List of BMPs Provided by the COUNTY.**

2	TR35-1_2017	Joe's Creek Greenway Trail (Study 2017)	Joe's Creek Greenway Trail from 54 <sup>th</sup> Ave N to along 71st St. N. from Channel 1 to 38th Ave. N.	Along 71st St. N. from Channel 1 to 38th Ave. N.
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## 4.2 Trail Economic Impact Analysis

The economic impact analysis will form the basis for the cost/benefit ratio and provide documentation to support ENVISION rating. It will inform on and quantifying transportation, environmental, and economic benefits and impacts.

### 4.2.1 Benefit-Cost Analysis

CONSULTANT will review the Benefit-Cost Analysis prepared for the recent RAISE grant application and verify that it is sufficient for applications beyond the RAISE Grant. The CONSULTANT will utilize a model that accounts for environmental, transportation, safety, and other factors to provide an estimate of benefits compared to estimated construction costs. To execute the BCA, CONSULTANT will collect data inputs from the County and project partners. Data requirements are listed in Appendix C but are not limited to that list.

### 4.2.2 Sketch Demand Analysis

CONSULTANT will conduct a high-level, sketch analysis of future Joe's Creek Trail usage, updating work done for the RAISE Grant application BCA. To establish a baseline, CONSULTANT will use available count data, intercept surveys, and the most recent five-year American Community Survey bicycle and walk commute data for the corridor and similar facilities in the region (i.e., Pinellas Trail). CONSULTANT will extrapolate from commute trips to all trips using regional or national household travel survey data, depending on availability. The resulting estimate of annual bicycling and walking trips for the 5, 10, and 20-year period post-construction and the estimate of motor vehicle trips offset will serve as the foundation of the benefit estimates.

### 4.2.3 Estimated Transportation Benefits

CONSULTANT will quantify the transportation benefits associated with the Joe's Creek Trail. Building on the sketch demand analysis, CONSULTANT will estimate the range of potential cost savings resulting from a decrease in motor vehicle trips, including reduced region-wide roadway maintenance, collisions, household transportation spending, and traffic congestion. The estimates will be based on federally supported research and national cost saving averages.

### 4.2.4 Estimated Environmental Benefits

CONSULTANT will evaluate the work done for the RAISE Grant application and update, if necessary, the quantification of the environmental benefits associated with the proposed Joe's Creek Trail. Using the estimates in the sketch demand analysis of the number of motor vehicle trips offset by bicycling and walking trips, CONSULTANT will estimate the associated reduction in greenhouse gas and criteria pollutants. CONSULTANT will then quantify the potential cost savings associated with mitigation. In addition, CONSULTANT will assess ancillary environmental benefits associated with stream restoration, such as habitat restoration and nutrient load reduction.

### 4.2.5 Estimated Economic Benefits

Building on existing economic development research for the region and surrounding communities, CONSULTANT will prepare a new estimate the direct and indirect economic benefits associated with the Joe's Creek Trail. CONSULTANT will use Bureau of Labor Statistics' Consumer Expenditure Survey (CEX) data via ESRI to estimate

known consumer spending on durable goods in Pinellas County associated with trail use. In addition, CONSULTANT will extrapolate from available regional studies to estimate non-local spending associated with trails. CONSULTANT will then use multiplier data from the Bureau of Economic Analysis's Regional Input-Output Modeling System (RIMS II) to estimate indirect economic activity, including wages and jobs supported indirectly by local and non-local trail-related spending.

#### 4.2.6 Property Value Analysis

CONSULTANT will complete a high-level analysis of the change in property values associated with proximity to the Joe's Creek Trail. Using existing research on the property value impacts of active transportation infrastructure and property value data provided by Invest Atlanta, and other data sources, CONSULTANT will estimate the net change in property value associated with residential and commercial properties within a set distance of Joe's Creek Trail.

#### Deliverable(s)

- CONSULTANT will summarize the results of the economic impact analysis into a draft technical memorandum. The memorandum will document CONSULTANT's approach and help contextualize the estimated benefits and costs through a discussion about community needs. Following a single set of consolidated comments, CONSULTANT will provide a final technical memorandum.
- The technical memorandum will be translated into a user-friendly and graphically appealing promotional document suitable for distribution to stakeholders, decision makers, and use at public consensus-building activities.

### 4.3 Greenway Trail Re-Evaluation

The CONSULTANT will complete a re-evaluation of the conceptual trail typical sections and alignment and provide modifications as required based on the hydraulic modeling and proposed modifications to the channel.

#### 4.3.1 Greenway Trail Analysis

Utilizing the data collected as part of the Scope of Services, the CONSULTANT shall perform the engineering analysis necessary for the re-evaluation of the current trail alternatives base on updates to the channel analysis. This task analysis shall evaluate the trail recommendations from previous studies and provide an alternative design along the study corridor with consideration of channel modeling, drainage, available right-of-way, safety, existing utilities, natural features, environmental impacts, and construction costs.

The CONSULTANT shall develop and analyze a single alternate conceptual design for the corridor and shall be reviewed with the COUNTY early in the analysis process with regards to the updated channel analysis. The development of the design alternative shall consider context-sensitive solutions. The alternative design shall utilize the Florida Greenbook minimum criteria and Pinellas County Standard Details.

- **Design Criteria:** The CONSULTANT shall prepare a design criteria table for the trail alignment and identify criteria that may require a variation from the Florida Greenbook or Pinellas County Standard Details and public input.
- **Typical Section Analysis:** The CONSULTANT shall develop an appropriate typical section alternative for the project based on updates to the channel and public input.
- **Horizontal Geometry Analysis:** The CONSULTANT shall develop an alternative conceptual horizontal design for the project based on updates to the channel and public input.

- **Lealman Area Trail and Sidewalk Analysis:** The CONSULTANT shall review recommendations from previous studies for the Lealman area and develop an alternative conceptual design for the trail and sidewalk improvements based on updates to the channel and public input.
- **Raymond H. Neri Community Park Analysis:** The CONSULTANT shall review recommendations from previous studies for the Raymond H. Neri Community Park Master Plan and develop an alternative conceptual design for the trail improvements based on updates to the channel and public input.
- **Engineer's Opinion of Probable Construction Costs:** The CONSULTANT shall develop a Class 4 opinion of probable construction cost and update for each design alternative.

### Assumptions

- Review comments will be limited to those provided by the County (PPT).
  - Deliverables:
- Draft and final Trail Re-Analysis document (PDF) including elements listed in Tasks 4.1 and 4.2.
  - Meetings:
- Up to two (2) meetings, maximum of one in-person meeting.

## 5 Public Involvement, Information Gathering, and Consensus Building

### 5.1 Communications Coordination

CONSULTANT will coordinate and facilitate project specific communication calls/meetings with COUNTY to discuss progress on various aspects of the public involvement program. Coordination calls/meetings are anticipated to occur approximately monthly with additional meetings/calls ahead of specific engagement events. The calls/meetings will enable COUNTY staff to update and inform senior staff, review upcoming events, and discuss materials development and action items.

### 5.2 Branding Strategy: Visualizations and Renderings

CONSULTANT will review the branding strategy based on existing material developed by the COUNTY. This task will utilize existing branding materials and logos drafted by the County to identify, collaboratively with the COUNTY, effective ways to brand the current project that will appeal to residents and stakeholder. Strategy will be laid out in a half-day workshop with COUNTY, and the final branding decisions documented in a technical memorandum (TM).

#### Deliverables

- Draft and Final Branding Strategy TM

### 5.3 Develop Stakeholder and Public Outreach Plan

CONSULTANT will have a single-day workshop with the COUNTY to define the goals and objectives for the public outreach plan. Areas to be explored in the workshop include (but are not limited to): identify a preliminary stakeholders list, define the community and discuss a high-level meeting/conversation strategy, identify existing areas of concern or any known public concerns, discuss how to stimulate interest in participating in the conversation.

Following the workshop, the CONSULTANT will develop an overall public outreach plan outlining goals and objectives, identifying key audiences and messages, developing tools and activities, establishing measures of success, and developing an outreach schedule.

#### **Deliverables**

- Draft and Final public outreach plan
- List of key stakeholders and community members
- Outreach schedule

### **5.4 Implement Stakeholder and Public Outreach Plan**

CONSULTANT will implement the public outreach plan by developing informational materials for project website, postcards, newsletter(s) and/or fact sheet(s) and development of Frequently Asked Questions (FAQ). COUNTY will be responsible for printing and mailing of any content outside of web page hosting and CONSULTANT support materials at public meetings. CONSULTANT will coordinate and support two (2) socially distanced (or virtual as appropriate) stakeholder meetings. including supporting logistics, presentation materials, display boards, developing meeting plan and agenda, and producing meeting summaries.

As the type and manner of safely gathering in public evolves, it is intended that the public involvement be handled in accordance with safe gathering methods at the time. This may mandate implementing non-traditional methods (virtual, appointments, other means as they become available) for public involvement, such as adding additional meetings to provide better social distancing and to meet state and local requirements for public gatherings. CONSULTANT will work in cooperation with the COUNTY to develop safe methods for public involvement. It is assumed that there will be a single update of the FAQ. Additional updates are not included in this level of effort.

#### **Deliverables**

- Workshop Agenda
- Workshop Minutes
- Up to 15 Photometric quality visualizations and/or renderings of the proposed facilities to support activities, public involvement and/or the web presence, as necessary
- Design and print coordination for postcard, newsletter, and/or fact sheet, and FAQ (maximum two mailings and maximum two total of newsletter, fact sheet, and/or single page FAQ)
- Briefing and meeting materials including sign-in sheets, agendas, presentation, and display boards
- High-level summary of comments, action items, and key points from stakeholder group briefings and community meetings
- Website page content

### **5.5 Online Platform**

CONSULTANT will develop and maintain a project web site to aid in public communication. This will include project updates, fact sheets, schedule, and upcoming public meeting information. Public will be able to sign up for public meetings via web page portal. Pages will be archived upon completion unless longer term hosting is requested. CONSULTANT will collaborate with COUNTY staff to develop and approve of the web page content.

#### **Deliverables**



- 15-month hosting and content for one project specific web page.

## 5.6 Community Knowledge

CONSULTANT will engage the community during project development to identify past issues, current requests, and future potential for building additional amenities for the community.

### Deliverables

- An issues log will be kept up to date with any concerns that arise throughout the design phase.

## 5.7 Leveraging Relationships

CONSULTANT will reach out to facilitate ongoing relationships with current stakeholders (examples: Neil Brickfield, Executive Director of the Pinellas Sheriff's Police Athletic League; the Lealman and Asian Neighborhood Family Center, Forward Pinellas, local schools, and others who supported CDBG grant application) to understand best ways to engage area residents and create a project that will improve water quality, address flooding issues and provide opportunities for recreation and maximize use of open space.

### Deliverables

- A stakeholders log will be kept throughout the project.

## 5.8 Channel/Trail Community Consensus Building

Public outreach and engagement are a critical piece to developing a greenway trail that is embraced by the local communities and other interested stakeholders. Public outreach efforts for the trail will be coordinated with the comprehensive outreach efforts for this project.

CONSULTANT will facilitate and attend up to four (4) community meetings related to the trail component.

## 5.9 Stakeholders and Advisory Group for Channel/Trail

Together with the client, CONSULTANT will identify a diverse group of stakeholders. A preliminary Stakeholders List is assumed to include:

- Forward Pinellas
- Public Works – Transportation, stormwater and vegetation, environmental management, survey and mapping
- Pinellas County Parks and Conservation Resources
- Pinellas County Schools
- Lealman CRA Advisory Committee
- Lealman Community District Services
- Pinellas County Sherriff's Office Police Athletic League
- Pinellas County Sherriff's Office
- Residents along Joe's Creek
- Local Sierra Club Chapter
- Local Audubon Chapter
- Representatives from the local kayaking community



- Keep Pinellas Beautiful
- State Trails groups
- State Water Quality group
- State/Local birdwatching
- Local bike clubs

Select stakeholders will be invited to be part of a project-specific advisory group that will participate in workshops and listening sessions. The purpose of the Advisory Group is to engage those with the most local knowledge and enthusiasm with visioning and the alternatives development and selection. CONSULTANT proposes a series of five Advisory Group meetings at the following touchpoints:

- Visioning listening session and workshop
- Dream Big listening session and workshop (based on alternatives found in Plans Review as well as new alternatives)
- Alternatives Review and Scoring listening session and workshop
- Draft Preferred Alternative listening session and workshop
- Final Preferred Alternative listening session and workshop

## 5.10 Other Presentations

CONSULTANT will provide materials to COUNTY for up to four (4) additional COUNTY-led presentations to interested groups that can include broader groups than the stakeholders such as school groups, scouting groups, neighborhood associations (adjacent neighborhoods), cycling clubs (if not involved as active stakeholders).

The materials ideally will be developed in cooperation with local agencies such as the Audubon Society and Keep Pinellas Beautiful, and can include previously developed fact sheets, a power point presentation, age-appropriate worksheets. These materials are also easily adapted for virtual meetings and can be accessed online.

### Deliverable(s)

- Channel/Trail-specific materials for four public outreach events, including Task 2 outreach materials support
- Materials for five Advisory Group listening sessions and workshops
- Materials for up to four staff-led presentations

## 5.11 Virtual Public Meeting – Channel/Trail and associated BMPs

The CONSULTANT shall conduct one (1) virtual public information meeting after the final PER has been submitted to the COUNTY. The CONSULTANT shall prepare: an agenda; an MS PowerPoint presentation (approximately 45 minutes long) highlighting the benefits of the selected alternatives for the BMPs that will move on to design and permitting (TBD by the COUNTY); BMPs location map(s); and pictures of similar BMPs (to provide citizens with visuals of possible improvements). The length of the public meeting will be approximately 2 hours.

COUNTY shall facilitate and moderate the meeting and provide notices to the public with details on the public information meeting. The CONSULTANT shall provide the COUNTY with draft deliverables for all meetings for review before finalizing the materials.

**Deliverables:**

- Agenda
- Presentation
- Summary of meeting highlights and action items

**Meetings:**

- One (1) virtual public information meeting

## 6 Internal Quality Assurance/Quality Control (QA/QC) and Documentation (DR)

### 6.1 QA/QC Documentation

For the duration of the project the CONSULTANT shall conduct and document internal Quality Assurance/Quality Control (QA/QC). CONSULTANT will provide a QA/QC plan that includes the following elements, as a minimum:

- Core delivery team
- Deliverables list
- Assigned reviewers for each deliverable
- Example of how QA/QC process will be documented throughout the project.

For each FINAL deliverable, the QA/QC documentation (form, letter, etc., as noted in the submitted QA/QC plan) will be included to consider the deliverable completed. CONSULTANT shall submit QA/QC documentation no later than 14 days past the submittal of the final deliverable.

**Deliverables:**

- QA/QC plan
- QA/QC documentation, as outlined in the project QA/QC plan, verifying independent review – submitted with final copies of individual deliverables.

## 7 Institute for Sustainable Infrastructure - Envision Evaluation

### 7.1 Review Envision Framework and Identify Project Areas to Pursue Points

The COUNTY has adopted an overall policy supporting a greater use of green solutions or enhanced sustainability measures. The Envision® Sustainable Infrastructure Framework (Envision) is used by the COUNTY to validate and promote sustainability and to encourage sustainable approaches as an important part of project design. Envision will be used to evaluate and grade the sustainability of project components as they are developed. This scope assumes Envision v3 framework will be applied to this project for this preliminary evaluation for strategy implementation during design. Based on a desktop survey conducted by Jacobs during the proposal phase, the recommended targeted certification level is at least Envision Gold (40% of possible credits), subject to ISI review and confirmation.

The CONSULTANT shall review all the Envision credits, identify those that should be addressed in this preliminary engineering phase of the project and identify necessary services to meet those credits.

**Deliverable(s)**

- Summary memo

## 8 Optional Services (DR)

CONSULTANT will provide optional services upon request. Optional services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY project manager.

### 8.1 Survey Services

The CONSULTANT will subcontract with Cumby and Fair to provide survey data necessary to update and refine the Joe's Creek Watershed model. Sub-consultant proposal for scope of work and cost breakdown is provided in Appendix F.

#### Deliverables:

- Final signed and sealed survey (pdf format, to accurate scale)
- ACAD Civil 3D drawings of survey

## 9 Contingency Services (TBD)

CONSULTANT will provide optional services upon request. Proposals with scopes of work and cost breakdowns will be provided for all services. Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY project manager. The total cost for this task shall not exceed \$60,000.

## III. Compensation

Compensation for the Tasks described in PROJECT SCOPE OF WORK, will be on a lump sum basis, invoiced monthly, based on percent complete, for all tasks EXCEPT Task 3.2.3, as noted in Appendix E, which will be compensated as Time and Materials, as shown in Table 3.

**Table 3. Total Lump Sum Compensation per Task.**

Task Number	Task Description	Total
Task 1	Project Management and Coordination	\$ 111,902.00
Task 2	Joe's Creek Watershed Model Refinement	\$ 219,580.00
Task 3	Alternatives Analysis, Feasibility Assessment, BMPs Prioritization, and Preliminary Engineering Report (PER)	\$ 258,104.00
Task 4	Greenway Trail Existing Conditions Assessment and Re-Evaluation	\$ 53,028.00
Task 5	Public Involvement, Information Gathering, and Consensus Building	\$ 229,224.86
Task 6	Internal Quality Assurance/Quality Control (QA/QC) and Documentation	\$ 5,004.00
Task 7	Institute for Sustainable Infrastructure - Envision Evaluation	\$ 9,920.00
Task 8	Optional Services (DR)	\$ 20,556.00

Task 9	Contingency Services	\$	60,000.00
<b>Total</b>		\$	967,318.86

The fees for Tasks 1 through 10 are based on the classifications and rates established in the Non-Continuing Professional Services Agreement, RFP Contract 21-0003-NC (SS), dated **TBD**. A cost breakdown summary is provided in Attachment E.

## IV. Schedule

Table 4. Project Schedule.

Task Number	Task Description	Completion Date
<b>Task 1</b>	<b>Project Management and Coordination</b>	
1.2	Kick-off Meeting	NTP + 21 days
1.4	On Site Reviews	NTP + 21 days
<b>Task 2</b>	<b>Joe's Creek Watershed Model Refinement</b>	
2.1	Data needs Request	NTP + 21 days
2.5	Watershed Model Updates	NTP + 210 days
<b>Task 3</b>	<b>Alternatives Analysis, Feasibility Assessment, BMPs Prioritization, and Preliminary Engineering Report (PER)</b>	
3.7	Draft Preliminary Engineering Report - Commence	NTP + 124 days
3.7	Draft Preliminary Engineering Report - Complete	NTP + 374 days
3.7	County and District Draft Preliminary Engineering Report Review	NTP + 405 days
3.7	Final Preliminary Engineering Report – Commence (dependent on receipt of review comments on Draft Report).	NTP + 390 days
3.7	Final Preliminary Engineering Report - Complete	NTP + 420 days
<b>Task 4</b>	<b>Greenway Trail Existing Conditions Assessment and Re-Evaluation</b>	
4.3	Draft Greenway Trail Re-Evaluation Technical Memo - Commence	NTP + 124 days
4.3	Draft Greenway Trail Re-Evaluation Technical Memo - Complete	NTP + 374 days
4.3	Final Greenway Trail Re-Evaluation Technical Memo - Commence	NTP + 405 days
4.3	Final Greenway Trail Re-Evaluation Technical Memo - Complete	NTP + 420 days
<b>Task 5</b>	<b>Public Outreach – Public Information Meeting</b>	NTP + Ongoing
<b>Task 6</b>	<b>Internal Quality Assurance/Quality Control (QA/QC) and Documentation</b>	NTP + Ongoing
<b>Task 7</b>	<b>Institute for Sustainable Infrastructure - Envision Evaluation</b>	NTP + Ongoing
<b>Task 8</b>	<b>Optional Services (DR)</b>	TBD

<b>Task 9</b>	<b>Contingency Services</b>	TBD
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CONSULTANT will commence professional services upon receipt of written Notice to Proceed (NTP) from COUNTY. The duration for this project is four hundred and twenty (420) consecutive calendar days from the NTP. The schedule includes 14 calendar days for the COUNTY to review each deliverable, and 30 calendar days for the DISTRICT to review grant deliverables.

CONSULTANT will provide a schedule in Microsoft Project format at the kickoff meeting. CONSULTANT will also update the schedule as needed when there are changes and provide a revised schedule to the COUNTY project manager. CONSULTANT will complete the project in accordance within the timeframes outlined in Table 4, or sooner. Delay by COUNTY or DISTRICT in providing review comments will extend this schedule automatically by a commensurate amount. COUNTY and DISTRICT agreement deadlines are provided for information purposes in Table 5.

**Table 5. DISTRICT Agreement #21CF00033357 Schedule**

<b>Task</b>	<b>Commence Date (Letter 4/20/2021)</b>	<b>Completion Date (Letter 4/20/2021)</b>
Model Refinement	1/15/2021	1/15/2023
Draft Preliminary Engineering Report	1/16/2023	12/31/2023
Final Preliminary Engineering Report	01/1/2024	01/31/2024

The project schedule will be adjusted to reflect any delays. Upon identifying potential delays, the CONSULTANT shall notify the COUNTY, discuss the impacts and make schedule adjustments within five (5) business days of such identification. Deliverables will be issued as a draft for review by the COUNTY project manager. All significant revisions shall be made by the CONSULTANT and the deliverable shall be re-submitted for final approval by the COUNTY. A deliverable schedule is provided in Attachment C.

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## **V. Invoices and Progress Reports**

Invoicing shall take place monthly on a percent complete basis, by Task, EXCEPT Task 3.2.3, which will be invoiced monthly on a time and materials basis. Invoices will include a progress report summarizing the work completed during the invoice period as well as a schedule update. The CONSULTANT shall submit draft invoices and the updated project schedule to the COUNTY project manager prior to an official monthly invoice submittal to the County Finance Department. The final invoice for the project shall be marked "FINAL".

## VI. Assumptions

1. Meetings are assumed to be virtual and do not have expenses factored in for travel or in-person attendance or materials.
2. Findings from earlier reports, as listed in Appendix C, will be considered, and incorporated to the extent possible, but all findings may not be applicable and incorporated.
3. CONSULTANT will follow any COUNTY and, if more stringent, CONSULTANT COVID-19 protocols for any fieldwork, in-person meetings, or in-person interactions.
4. Modeling will be completed in the same version of GWIS (e.g. v2.1) that is current at the time of project NTP.
5. The model refinements will be undertaken for only County's portion of the watershed. For the portions that are in other municipalities, Jacobs will consider the data collected and GWIS geodatabase developed by the respective municipalities, timeline allowing, which includes:
  - i) St. Pete portion of the Joe's Creek Watershed update will be the portion that Jacobs has previously updated
  - ii) Kenneth City portion has been updated by Advanced Engineering, Inc.
  - iii) Lealman portion has been updated by Kimley-Horn for the addition of the Lealman stormwater facility.
6. Project will be designed based on standards, laws, and codes in effect at the time of notice to proceed (NTP)
7. Scope written referencing Florida Statewide 2017 LiDAR. If updated LiDAR is available, and COUNTY requests use, updated LiDAR will be used. However, this shall be decided at project kickoff, and it is assumed that e the project is started with a LiDAR set, the set will not be changed.
8. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the Client or other third parties without independent verification.
9. COUNTY will provide review comments within fourteen days for all draft deliverables, even for review cycles where the District has thirty days for review.
10. **Subsurface Investigations:** No subsurface investigations will be completed under this scope of work.
11. **Providing Construction/Cost Estimates** - In providing opinions of cost, financial analyses, economic feasibility projections, for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no warranty that Client's actual project costs, financial aspects, economic feasibility, will not vary from Jacobs' opinions, analyses, projections, or estimates and CONSULTANT' shall have no liability for such variances.

## **APPENDIX A: District Agreement No. 21CF0003357 and Revised Completion Schedule**





An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

**Bartow Office**

170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Office**

78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Office**

7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

**Kelly S. Rice**  
Chair, Citrus, Lake, Levy, Sumter

**Joel Schleicher**  
Vice Chair, Charlotte, Sarasota

**Rebecca Smith**  
Secretary, Hillsborough, Pinellas

**James G. Murphy**  
Treasurer, Polk

**Ed Armstrong**  
Pinellas

**Ashley Bell Barnett**  
Polk

**Jack Bispham**  
Manatee

**Roger Germann**  
Hillsborough

**John Mitten**  
Hernando, Marion

**Seth Weightman**  
Pasco

**Michelle Williamson**  
Hillsborough

**Brian J. Armstrong, P.G.**  
Executive Director

November 9, 2021

Nancy Lamagna, P.E., ENV-SP  
Stormwater & Parks Engineering  
Pinellas County  
22211 U.S. Highway 19 N, Bldg. 1  
Clearwater, Florida 33756

Subject: Joe’s Creek Model Update, Alternatives Analysis and Feasibility Study (Q196)  
Agreement No. 21CF0003357 – Second Revised Completion Schedule

Dear Ms. Lamagna:

Pinellas County (County) entered into a Cooperative Funding agreement with the District on March 17, 2021. This project consists of developing a report to evaluate proposed Best Management Practices in the Joe’s Creek Watershed. The contract period ends January 31, 2024.

The County has requested the deadline for submitting these documents be extended due to County delays in contracting the Consultant to work on the project. The original and revised schedule given in Exhibit A of the agreement are listed below.

COMPLETION SCHEDULE

	Commence Dates	Completion Dates	Revised Commence Dates	Revised Completion Dates
Model Refinement	07/14/2021	07/14/2022	01/15/2022	01/15/2023
Draft Preliminary Engineering Report	09/1/2022	09/01/2023	01/16/2023	12/31/2023
Final Preliminary Engineering Report	11/1/2023	01/31/2024	01/01/2024	01/31/2024

Nancy Lamagna P.E., ENV-SP

Subject: Joe's Creek Model Update, Alternatives Analysis and Feasibility Study (Q196)

Agreement No. 21CF0003357 – Second Revised Completion Schedule

Page 2

November 9, 2021

In accordance with paragraph 1.1 of the agreement, as the District's Contract Manager, I approve the request sent by the County in an email dated September 28, 2021, to extend the deadline to begin the project. Please note that the contract termination date of January 31, 2024, has not been changed. If the Final Preliminary Engineering Report is not provided to the District before the contract termination date, it will be necessary to amend the contract. If you have any questions, please contact Nicole Mytyk at (813) 985-7481, extension 6591.

Sincerely,




Nicole Mytyk, P.E.

Supervisor

Engineering & Watershed Management

Water Resources Bureau



Approved by: \_\_\_\_\_  
JP Marchand, P.E., Bureau Chief  
Water Resources

NM:ke

cc: Records (Contract File)

Project File



An Equal Opportunity Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
 (352) 796-7211 or 1-800-423-1476 (FL only)  
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 Tampa, Florida 33637-6759  
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**Kelly S. Rice**  
 Chair, Citrus, Lake, Levy, Sumter

**Joel Schleicher**  
 Vice Chair, Charlotte, Sarasota

**Rebecca Smith**  
 Secretary, Hillsborough, Pinellas

**James G. Murphy**  
 Treasurer, Polk

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 Pinellas

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 Polk

**Jack Bispham**  
 Manatee

**Roger Germann**  
 Hillsborough

**John Mitten**  
 Hernando, Marion

**Seth Weightman**  
 Pasco

**Michelle Williamson**  
 Hillsborough

**Brian J. Armstrong, P.G.**  
 Executive Director

April 20, 2021

Nancy Lamagna, P.E.  
 Pinellas County  
 14 S. Ft. Harrison Avenue  
 Clearwater, Florida 33756

Subject: Joe's Creek Model Update, Alternatives Analysis and Feasibility Study (Q196) Agreement No. 21CF0003357 – Revised Completion Schedule

Dear Ms. Lamagna:

Thank you for notifying the Southwest Florida Water Management District (District) that you are the new project manager for the above referenced project for Pinellas County (County). This letter serves as our acceptance.

The County entered into a Cooperative Funding agreement with the District on March 17, 2021. This project consists of developing a report to evaluate proposed Best Management Practices in the Joe's Creek Watershed. The contract period ends January 31, 2024.

The County has requested the deadline for submitting these documents be extended due to delays in contracting the Consultant to work on the project and schedule duration changes for deliverables. The original and revised schedule given in Exhibit A of the agreement are listed below.

COMPLETION SCHEDULE

	Original Commence Dates	Original Completion Dates	Revised Commence Dates	Revised Completion Dates
Model Refinement	04/01/2021	04/30/2022	07/14/2021	07/14/2022
Draft Preliminary Engineering Report	06/30/2022	08/30/2022	09/1/2022	09/01/2023
Final Preliminary Engineering Report	08/30/2022	07/31/2023	11/1/2023	01/31/2024

Nancy Lamagna, P.E.

Subject: Joe's Creek Model Update, Alternatives Analysis and Feasibility Study (Q196)  
Agreement No. 21CF0003357 – Revised Completion Schedule

Page 2


April 20, 2021

In accordance with paragraph 1.1 of the agreement, as the District's Contract Manager, I approve the request sent by the County in an email dated April 7, 2021, to extend the deadline to begin the project. Please note that the contract termination date of January 31, 2024 has not been changed. If the Final Preliminary Engineering Report is not provided to the District before the contract termination date, it will be necessary to amend the contract. If you have any questions, please contact Nicole Mytyk at (813) 985-7481, extension 6591.

Sincerely,



Nicole Mytyk, P.E.  
Supervisor  
Engineering & Watershed  
Management  
Water Resources Bureau

  
Approved by: \_\_\_\_\_  
JP Marchand, P.E., Bureau Chief  
Water Resources

cc: Records (Contract File)  
Project File

AGREEMENT NO. 21CF0003357

COOPERATIVE FUNDING AGREEMENT (Type 3)  
BETWEEN THE  
SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
AND  
PINELLAS COUNTY  
FOR  
JOE'S CREEK MODEL UPDATE, ALTERNATIVES ANALYSIS AND FEASIBILITY STUDY  
(Q196)

THIS COOPERATIVE FUNDING AGREEMENT (Agreement) is made and entered into by and between the SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, a public corporation of the State of Florida, whose address is 2379 Broad Street, Brooksville, Florida 34604-6899, hereinafter referred to as the "DISTRICT," and PINELLAS COUNTY, a political subdivision of the State of Florida, whose address is 315 Court Street, Clearwater, FL 33756, hereinafter referred to as the "COOPERATOR."

WITNESSETH:

WHEREAS, the COOPERATOR proposed a project to the DISTRICT for funding consideration under the DISTRICT'S cooperative funding program; and

WHEREAS, the project consists of developing a Preliminary Engineering Report to evaluate proposed Best Management Practices (BMPs) in the Joe's Creek watershed in Pinellas County to refine the existing watershed model, provide more detail for water quality, natural systems and flood protection benefits, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMPs, hereinafter referred to as the "PROJECT"; and

WHEREAS, the DISTRICT considers the resource benefits to be achieved by the PROJECT worthwhile and desires to assist the COOPERATOR in funding the PROJECT.

NOW THEREFORE, the DISTRICT and the COOPERATOR, in consideration of the mutual terms, covenants and conditions set forth herein, agree as follows:

1. PROJECT CONTACTS AND NOTICES.

Each party hereby designates the individual set forth below as its prime contact for matters relating to this Agreement. Notices shall be sent to the attention of each party's prime contact as set forth herein by U.S. mail, postage paid, by nationally recognized overnight courier, or personally to the parties' addresses as set forth below. Notice is effective upon receipt.

Contract Manager for the DISTRICT:  
Nicole Mytyk  
Southwest Florida Water Management District  
7601 US Hwy. 301  
Tampa, Florida 33637

Project Manager for the COOPERATOR:  
Jennifer Shannon  
Pinellas County  
315 Court Street  
Clearwater, Florida 3375

Any changes to the above contact information must be provided to the other party in writing.

Unless otherwise indicated in this Agreement, reports required under this Agreement may be provided to the DISTRICT'S Contract Manager via email.

- 1.1 The DISTRICT'S Contract Manager is authorized to approve requests to extend a PROJECT task deadline set forth in the Project Plan. Such approval must be in writing, explain the reason for the extension and be signed by the DISTRICT'S Contract Manager and his or her Bureau Chief, or Director if the Bureau Chief is the DISTRICT'S Contract Manager, unless the DISTRICT'S Signature Authority provides otherwise. The DISTRICT'S Signature Authority supersedes the approval requirements provided in this Subparagraph. The DISTRICT'S Contract Manager is not authorized to approve any time extension which will result in an increased cost to the DISTRICT or which will exceed the expiration date set forth in this Agreement.
- 1.2 The DISTRICT'S Contract Manager is authorized to adjust a line item amount of the Project Budget set forth in the Project Plan, or, if applicable, the refined budget as set forth in Subparagraph 4 of the Funding Paragraph. The authorization must be in writing, explain the reason for the adjustment, and be signed by all appropriate DISTRICT staff in accordance with the DISTRICT'S Signature Authority. The DISTRICT'S Contract Manager is not authorized to make changes to the Scope of Work and is not authorized to approve any increase in the amounts set forth in the Funding Paragraph of this Agreement.

## 2. SCOPE OF WORK.

Upon receipt of written notice to proceed from the DISTRICT, the COOPERATOR shall perform the services necessary to complete the PROJECT in accordance with the Project Plan. Any changes to this Agreement, except as provided herein, must be mutually agreed to in a formal written amendment approved by the DISTRICT and the COOPERATOR prior to being performed by the COOPERATOR. The COOPERATOR shall be solely responsible for managing and controlling the PROJECT, including the hiring and supervising of any consultants or contractors it engages.

- 2.1 The parties agree that time is of the essence in the performance of each obligation under this Agreement.
- 2.2 The parties acknowledge that the PROJECT is a feasibility study. The parties recognize that during the course of study, alternatives may be determined to not be feasible due to cost, water quality, permitability, supply availability, or other pertinent considerations. The COOPERATOR shall cease work on alternatives

determined to not be feasible. The COOPERATOR may request reallocating funds to another alternative in accordance with Subparagraph 2 of the Project Contacts and Notices Paragraph of this Agreement. The approval of such request for reallocation of funds shall be in the DISTRICT'S sole discretion.

### 3. FUNDING.

The parties anticipate that the total cost of the PROJECT will be Seven Hundred Twenty Thousand Dollars (\$720,000). The DISTRICT agrees to fund PROJECT costs as appropriated by the DISTRICT in accordance with Subparagraph 1 of this Funding Paragraph and anticipates funding PROJECT costs up to Three Hundred Sixty Thousand Dollars (\$360,000), and shall have no obligation to pay any costs beyond this anticipated maximum amount. The COOPERATOR agrees to provide all remaining funds necessary for the satisfactory completion of the PROJECT.

- 3.1 The DISTRICT'S performance and payment pursuant to this Agreement are contingent upon the DISTRICT'S Governing Board appropriating funds in its approved budget for the PROJECT in each fiscal year of this Agreement. The COOPERATOR recognizes that the DISTRICT has approved \$180,000 for the PROJECT through Fiscal Year 2021. The additional funds identified in this Agreement are contingent upon approval of such amounts by the DISTRICT'S Governing Board, in its sole discretion, in its annual budgets for future fiscal years. The COOPERATOR'S payment of any financial obligation under this Agreement is subject to appropriation by the COOPERATOR'S Board of legally available funds.
- 3.2 The COOPERATOR shall pay PROJECT costs prior to requesting reimbursement from the DISTRICT. The DISTRICT shall reimburse the COOPERATOR for the DISTRICT'S share of allowable PROJECT costs in accordance with the Project Budget set forth in the Project Plan. Reimbursement for expenditures of contingency funds is contingent upon approval by the DISTRICT. If a reimbursement request includes expenditures of contingency funds, the COOPERATOR shall provide sufficient documentation to the DISTRICT to explain the basis of the expenditures. The DISTRICT shall not reimburse the COOPERATOR for any expenditures of contingency funds that the DISTRICT determines, in its sole discretion, to be in excess of what was reasonably necessary to complete the PROJECT. The DISTRICT shall reimburse the COOPERATOR for fifty percent (50%) of all allowable costs in each DISTRICT approved invoice received from the COOPERATOR. The parties acknowledge that the DISTRICT'S reimbursement percentage stated above is subject to change if the percentage of the DISTRICT'S anticipated funding amount is changed due to subsequent Governing Board approvals, but amounts approved by the DISTRICT in its annual budget shall not be reduced after the COOPERATOR has paid PROJECT costs of incurred obligations approved by the DISTRICT pursuant to Subparagraph 4 of this Funding Paragraph and are otherwise reimbursable by the DISTRICT under this Agreement.
- 3.3 Unless otherwise provided in the Project Plan, any federal or state appropriations, or grant monies received by the COOPERATOR for the PROJECT shall be applied to equally reduce each party's share of PROJECT costs. The COOPERATOR shall



provide the DISTRICT with written documentation detailing its allocation of any such funds appropriated for the PROJECT. This Subparagraph shall survive the expiration or termination of this Agreement.

- 3.4 The COOPERATOR may contract with consultant(s), contractor(s) or both to accomplish the PROJECT. Prior to posting solicitations, the COOPERATOR must obtain the DISTRICT'S written input regarding whether costs to be paid are allowable under this Agreement. The COOPERATOR must also obtain the DISTRICT'S written approval prior to entering into agreements for PROJECT work to ensure that costs to be reimbursed by the DISTRICT are reasonable. The DISTRICT shall provide a written response to the COOPERATOR within twenty-one (21) days of receipt of the solicitation or agreement. Upon written DISTRICT approval, the budget amounts for the work set forth in such agreement(s) shall refine the amounts set forth in the Project Budget and be incorporated herein by reference. The DISTRICT shall not reimburse the COOPERATOR for costs incurred under consultant and contractor agreements until the DISTRICT approvals required under this Subparagraph have been obtained.
- 3.5 Payment shall be made to the COOPERATOR within forty-five (45) days of receipt of an invoice with adequate supporting documentation to satisfy auditing purposes. If necessary for audit purposes, the COOPERATOR shall provide additional supporting information as required to document invoices. Invoices shall be submitted to the DISTRICT every two (2) months electronically at [invoices@WaterMatters.org](mailto:invoices@WaterMatters.org), or at the following address:

Accounts Payable Section  
Southwest Florida Water Management District  
Post Office Box 15436  
Brooksville, Florida 34604-5436

The above-referenced payment due date shall not apply to that portion of an invoice that includes expenditures of contingency funds. The DISTRICT agrees to reimburse the COOPERATOR for expenditures of contingency funds within a reasonable time to accommodate the process provided for in Subparagraph 2 of this Funding Paragraph.

In addition to sending an original invoice to the DISTRICT'S Accounts Payable Section as required above, copies of invoices may also be submitted to the DISTRICT'S Contract Manager in order to expedite the review process. Failure of the COOPERATOR to submit invoices to the DISTRICT in the manner provided herein shall relieve the DISTRICT of its obligation to pay within the aforementioned timeframe.

The DISTRICT makes payments electronically through the Automated Clearing House (ACH) process. The COOPERATOR agrees to complete the DISTRICT'S *Vendor Registration Form* and *Vendor Electronic Payment Authorization Form* to enable payments to be sent to the COOPERATOR electronically. The forms may be downloaded from the DISTRICT'S website at [www.watermatters.org](http://www.watermatters.org) under Business & Finance – Contracts and Procurement. Any questions regarding



electronic payments may be directed to the DISTRICT'S Accounts Payable Lead at 352-796-7211, extension 4108.

- 3.6 The parties acknowledge that the PROJECT was approved for funding by the DISTRICT based upon the resource benefits expected to be achieved by the PROJECT (the "Measurable Benefit"). The parties also acknowledge that the COOPERATOR is solely responsible for implementing the PROJECT in such a manner that the expected resource benefits are achieved. If at any point during the progression of the PROJECT, the DISTRICT determines that it is likely that the Measurable Benefit as set forth in the Project Plan will not be achieved, the DISTRICT shall provide the COOPERATOR with fifteen (15) days advance written notice that the DISTRICT shall withhold payments to the COOPERATOR until such time as the COOPERATOR demonstrates that the PROJECT shall achieve the required resource benefits, to provide the COOPERATOR with an opportunity to cure the deficiencies.
- 3.7 Any travel expenses which may be authorized under this Agreement shall be paid in accordance with Section 112.061, Florida Statutes (F.S.), as may be amended from time to time. The DISTRICT shall not reimburse the COOPERATOR for any purpose not specifically identified in the Scope of Work Paragraph. Surcharges added to third party invoices are not considered an allowable cost under this Agreement. Costs associated with in-kind services provided by the COOPERATOR are not reimbursable by the DISTRICT and may not be included in the COOPERATOR'S share of funding contributions under this Agreement.
- 3.8 Each COOPERATOR invoice must include the following certification, and the COOPERATOR hereby delegates authority by virtue of this Agreement to its Project Manager to affirm said certification:
- "I hereby certify that the costs requested for reimbursement and the COOPERATOR'S matching funds, as represented in this invoice, are directly related to the performance under the Joe's Creek Model Update, Alternatives Analysis and Feasibility Study (Q196) agreement between the Southwest Florida Water Management District and Pinellas County (Agreement No 21CF0003357), are allowable, allocable, properly documented, and are in accordance with the approved Project Budget. This invoice includes \$\_\_\_\_\_ of contingency funds expenditures. The COOPERATOR has been allocated a total of \$\_\_\_\_\_ in federal and state appropriations and/or grant monies for the PROJECT (not including DISTRICT funds) and \$\_\_\_\_\_ has been allocated to this invoice, reducing the DISTRICT'S and COOPERATOR'S share to \$\_\_\_\_\_ / \$\_\_\_\_\_ respectively."
- 3.9 In the event any dispute or disagreement arises during the course of the PROJECT, including whether expenses are reimbursable under this Agreement, the COOPERATOR will continue to perform the PROJECT work in accordance with the Project Plan. The COOPERATOR is under a duty to seek clarification and resolution of any issue, discrepancy, or dispute by providing the details and basis of the dispute to the DISTRICT'S Contract Manager no later than ten (10) days after the precipitating event. If not resolved by the DISTRICT'S Contract Manager,

in consultation with his or her Bureau Chief, within ten (10) days of receipt of notice, the dispute will be forwarded to the DISTRICT'S Assistant Executive Director. The DISTRICT'S Assistant Executive Director in consultation with the DISTRICT'S Office of General Counsel will issue the DISTRICT'S final determination. The COOPERATOR'S continuation of the PROJECT work as required under this Subparagraph shall not constitute a waiver of any legal remedy available to the COOPERATOR concerning the dispute.

4. COMPLETION DATES.

The COOPERATOR shall commence and complete the PROJECT and meet the task deadlines in accordance with the Project Schedule set forth in the Project Plan, including any extensions of time provided by the DISTRICT in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph. In the event of hurricanes, tornados, floods, acts of God, acts of war, or other such catastrophes, or other man-made emergencies such as labor strikes or riots, which are beyond the control of the COOPERATOR, the COOPERATOR'S obligations to meet the time frames provided in this Agreement shall be suspended for the period of time the condition continues to exist. During such suspension, this Agreement shall remain in effect. When the COOPERATOR is able to resume performance of its obligations under this Agreement, in whole or in part, it shall immediately give the DISTRICT written notice to that effect and shall resume performance no later than two (2) working days after the notice is delivered. The suspension of the COOPERATOR'S obligations provided for in this Paragraph shall be the COOPERATOR'S sole remedy for the delays set forth herein.

5. REPAYMENT.

5.1 The COOPERATOR shall repay the DISTRICT all funds the DISTRICT paid to the COOPERATOR under this Agreement, if: a) the COOPERATOR fails to complete the PROJECT in accordance with the terms and conditions of this Agreement, including failing to achieve the Measurable Benefit, as it may be modified in accordance with Subparagraph 2 of the Scope of Work Paragraph; b) the DISTRICT determines, in its sole discretion and judgment, that the COOPERATOR has failed to maintain scheduled progress of the PROJECT thereby endangering the timely performance of this Agreement; c) the COOPERATOR fails to appropriate sufficient funds to meet the task deadlines, unless extended in accordance with Subparagraph 1 of the Project Contacts and Notices Paragraph; or d) a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement. Should any of the above conditions exist that require the COOPERATOR to repay the DISTRICT, this Agreement shall terminate in accordance with the procedure set forth in the Default Paragraph.

5.2 Notwithstanding the above, the parties acknowledge that if the PROJECT fails to achieve the Measurable Benefit set forth in the Project Plan, the COOPERATOR may request the DISTRICT Governing Board to waive the repayment obligation, in whole or in part.

- 5.3 In the event the COOPERATOR is obligated to repay the DISTRICT under any Paragraph of this Agreement, the COOPERATOR shall repay the DISTRICT within a reasonable time, as determined by the DISTRICT in its sole discretion.
- 5.4 The COOPERATOR shall pay attorneys' fees and costs incurred by the DISTRICT, including appeals, as a result of the COOPERATOR'S failure to repay the DISTRICT as required by this Agreement.
- 5.5 This Repayment Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

6. CONTRACT PERIOD.

This Agreement shall be effective October 1, 2020, and shall remain in effect through January 31, 2024, or upon satisfactory completion of the PROJECT and subsequent reimbursement to the COOPERATOR, whichever occurs first, unless amended in writing by the parties. The COOPERATOR shall not be eligible for reimbursement for any work that is commenced, or costs that are incurred, prior to the effective date of this Agreement.

7. PROJECT RECORDS AND DOCUMENTS.

Upon request by the DISTRICT, the COOPERATOR shall permit the DISTRICT to examine or audit all PROJECT related records and documents during or following completion of the PROJECT at no cost to the DISTRICT. Payments made to the COOPERATOR under this Agreement shall be reduced for amounts found to be not allowable under this Agreement by an audit. If an audit is undertaken by either party, all required records shall be maintained until the audit has been completed and all questions arising from it are resolved. Each party shall maintain all such records and documents for at least five (5) years following completion of the PROJECT. Each party shall comply with Chapter 119, F.S., the Public Records Act, including allowing public access to PROJECT documents and materials made or received by either party. Should either party assert any exemption to the requirements of Chapter 119, F.S., the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the asserting party. This Paragraph shall survive the expiration or termination of this Agreement.

8. OWNERSHIP OF DOCUMENTS AND OTHER MATERIALS.

All documents, including reports, drawings, estimates, programs, manuals, specifications, and all goods or products, including intellectual property and rights thereto, purchased under this Agreement with DISTRICT funds or developed in connection with this Agreement shall be and shall remain the property of the DISTRICT and the COOPERATOR, jointly. Notwithstanding the above, all infrastructure shall be and shall remain the sole property of the COOPERATOR. This Paragraph shall survive the expiration or termination of this Agreement.

## 9. REPORTS.

- 9.1 The COOPERATOR shall provide the DISTRICT with a quarterly report describing the progress of the PROJECT tasks, adherence to the Project Schedule and any developments affecting the PROJECT. The COOPERATOR shall promptly advise the DISTRICT of issues that arise that may impact the successful and timely completion of the PROJECT. Quarterly reports shall be submitted to the DISTRICT'S Contract Manager no later than forty-five (45) days following the completion of the quarterly reporting period. It is hereby understood and agreed by the parties that the term "quarterly" shall reflect the calendar quarters ending March 31, June 30, September 30 and December 31.
- 9.2 Upon request by the DISTRICT, the COOPERATOR shall provide the DISTRICT with copies of all data, reports, models, studies, maps or other documents resulting from the PROJECT. Additionally, one (1) set, electronic and hardcopy, of any final reports must be submitted to the DISTRICT as Record and Library copies. This Subparagraph shall survive the expiration or termination of this Agreement.
- 9.3 The COOPERATOR shall provide the DISTRICT with each deliverable set forth in the Project Plan for review by the DISTRICT, including any supporting documentation. The DISTRICT shall provide a written response to the COOPERATOR and the COOPERATOR shall respond to the DISTRICT'S questions and concerns within the timeframes set forth in the Project Plan.
- 9.4 The COOPERATOR shall provide the data, reports and documents referenced in this Paragraph at no cost to the DISTRICT.

## 10. RISK, LIABILITY, AND INDEMNITY.

- 10.1 To the extent permitted by Florida law, the COOPERATOR assumes all risks relating to the PROJECT and agrees to be solely liable for, and to indemnify and hold the DISTRICT harmless from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the design, construction, operation, maintenance or implementation of the PROJECT; provided, however, that the COOPERATOR shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the DISTRICT'S officers, employees, contractors and agents. The acceptance of the DISTRICT'S funding by the COOPERATOR does not in any way constitute an agency relationship between the DISTRICT and the COOPERATOR.
- 10.2 The COOPERATOR agrees to indemnify and hold the DISTRICT harmless, to the extent allowed under Section 768.28, F.S., from all claims, loss, damage and other expenses, including attorneys' fees and costs and attorneys' fees and costs on appeal, arising from the negligent acts or omissions of the COOPERATOR'S officers, employees, contractors and agents related to its performance under this Agreement.
- 10.3 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall not be construed as a waiver of the COOPERATOR'S sovereign immunity or an



extension of the COOPERATOR'S liability beyond the limits established in Section 768.28, F.S. Additionally, this Risk, Liability, and Indemnity Paragraph, including all subparagraphs, will not be construed to impose contractual liability on the COOPERATOR for underlying tort claims as described above beyond the limits specified in Section 768.28, F.S., nor be construed as consent by the COOPERATOR to be sued by third parties in any manner arising out of this Agreement.

10.4 Nothing in this Agreement shall be interpreted as a waiver of the DISTRICT'S sovereign immunity or an extension of its liability beyond the limits established in Section 768.28, F.S., nor be construed as consent by the DISTRICT to be sued by third parties in any manner arising out of this Agreement.

10.5 This Risk, Liability, and Indemnity Paragraph, including all subparagraphs, shall survive the expiration or termination of this Agreement.

## 11. DEFAULT.

Either party may terminate this Agreement upon the other party's failure to comply with any term or condition of this Agreement, including the failure to meet task deadlines established in this Agreement, as long as the terminating party is not in default of any term or condition of this Agreement at the time of termination. To effect termination, the terminating party shall provide the defaulting party with a written "Notice of Termination" stating its intent to terminate and describing all terms and conditions with which the defaulting party has failed to comply. If the defaulting party has not remedied its default within thirty (30) days after receiving the Notice of Termination, this Agreement shall automatically terminate. If a default cannot reasonably be cured in thirty (30) days, then the thirty (30) days may be extended at the non-defaulting party's discretion, if the defaulting party is pursuing a cure of the default with reasonable diligence. The rights and remedies in this Paragraph are in addition to any other rights and remedies provided by law or this Agreement.

## 12. RELEASE OF INFORMATION.

The parties agree not to initiate any oral or written media interviews or issue press releases on or about the PROJECT without providing notices or copies to the other party no later than three (3) business days prior to the interview or press release. This Paragraph shall not be construed as preventing the parties from complying with the public records disclosure laws set forth in Chapter 119, F.S.

## 13. DISTRICT RECOGNITION.

The COOPERATOR shall recognize DISTRICT funding in any reports, models, studies, maps or other documents resulting from this Agreement, and the form of said recognition shall be subject to the DISTRICT'S approval. If construction is involved, the COOPERATOR shall provide signage at the PROJECT site that recognizes the DISTRICT'S funding for the PROJECT. All signage must receive the DISTRICT'S written approval as to form, content and location, and must be in accordance with local sign ordinances.

14. PERMITS AND REAL PROPERTY RIGHTS.

The COOPERATOR shall obtain all permits, local government approvals and all real property rights necessary to complete the PROJECT prior to commencing any construction involved in the PROJECT. The DISTRICT shall have no obligation to reimburse the COOPERATOR for any costs under this Agreement until the COOPERATOR has obtained all permits, approvals, and property rights necessary to accomplish the objectives of the PROJECT. In the event a permit, approval or property right is obtained but is subsequently subject to a legal challenge that results in an unreasonable delay or cancellation of the PROJECT as determined by the DISTRICT in its sole discretion, the COOPERATOR shall repay the DISTRICT all monies contributed to the PROJECT. This Paragraph shall survive the expiration or termination of this Agreement.

15. LAW COMPLIANCE.

The COOPERATOR shall comply with all applicable federal, state and local laws, rules, regulations and guidelines, including those of the DISTRICT, related to performance under this Agreement.

16. DIVERSITY IN CONTRACTING AND SUBCONTRACTING.

The DISTRICT is committed to supplier diversity in the performance of all contracts associated with DISTRICT cooperative funding projects. The DISTRICT requires the COOPERATOR to make good faith efforts to encourage the participation of minority owned and woman owned and small business enterprises, both as prime contractors and subcontractors, in the performance of this Agreement, in accordance with applicable laws.

16.1 If requested, the DISTRICT shall assist the COOPERATOR by sharing information to help the COOPERATOR in ensuring that minority owned and woman owned and small businesses are afforded an opportunity to participate in the performance of this Agreement.

16.2 The COOPERATOR agrees to provide the DISTRICT with a report indicating all contractors and subcontractors who performed work in association with the PROJECT, the amount spent with each contractor or subcontractor, and to the extent such information is known, whether each contractor or subcontractor was a minority owned or woman owned or small business enterprise. If no minority owned or woman owned or small business enterprises were used in the performance of this Agreement, then the report shall so indicate. The Minority/Women Owned and Small Business Utilization Report form is attached as an exhibit. The report is required upon final completion of the PROJECT prior to final payment, or within thirty (30) days of the execution of any amendment that increases PROJECT funding, for information up to the date of the amendment and prior to the disbursement of any additional funds by the DISTRICT.

17. ASSIGNMENT.

Except as otherwise provided in this Agreement, no party may assign any of its rights or delegate any of its obligations under this Agreement, including any operation or maintenance duties related to the PROJECT, without the prior written consent of the other party. Any attempted assignment in violation of this Paragraph is void. This Paragraph shall survive the expiration or termination of this Agreement.

18. CONTRACTORS.

Nothing in this Agreement shall be construed to create, or be implied to create, any relationship between the DISTRICT and any consultant or contractor of the COOPERATOR.

19. THIRD PARTY BENEFICIARIES.

Nothing in this Agreement shall be construed to benefit any person or entity not a party to this Agreement.

20. LOBBYING PROHIBITION.

Pursuant to Section 216.347, F.S., the COOPERATOR is prohibited from using funds provided by this Agreement for the purpose of lobbying the Legislature, the judicial branch or a state agency.

21. PUBLIC ENTITY CRIMES.

Pursuant to Subsections 287.133(2) and (3), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two, for a period of 36 months following the date of being placed on the convicted vendor list. The COOPERATOR agrees to include this Paragraph in all contracts issued as a result of this Agreement.

22. SCRUTINIZED COMPANIES.

Pursuant to Section 287.135, F.S., a company that, at the time of submitting a bid or proposal for a new contract or renewal of an existing contract, is on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, is ineligible to, and may not bid on, submit a proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services in any amount. If the goods or services are in the amount of \$1 million dollars or more, the company must also not be on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with

Activities in the Iran Petroleum Energy Sector List, or be engaged in business operations in Cuba or Syria. By signing this Agreement, the COOPERATOR certifies that it is not on any of the lists or engaged in any of the prohibited activities identified above, as applicable based upon the amount of this Agreement. The COOPERATOR agrees to notify the DISTRICT if it is placed on any of the applicable lists or engages in any of the prohibited activities during the term of this Agreement. The DISTRICT may immediately terminate this Agreement at its option if the COOPERATOR is found to have submitted a false certification, is placed on any of the applicable lists or engages in any prohibited activities.

23. GOVERNING LAW.

This Agreement is governed by Florida law and venue for resolving disputes under this Agreement shall be exclusively in Hillsborough County, Florida. This Paragraph shall survive the expiration or termination of this Agreement.

24. SEVERABILITY.

If any Paragraph or Paragraphs of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining Paragraphs shall not in any way be affected or impaired thereby. Notwithstanding the above, if a Paragraph or Paragraphs of this Agreement setting forth the requirements or expectations of a Measurable Benefit resulting from the PROJECT is held to be invalid, illegal or unenforceable during the term of this Agreement, this Agreement shall terminate in accordance with Subparagraph 1 of the Repayment Paragraph. This Paragraph shall survive the expiration or termination of this Agreement.

25. COUNTERPARTS.

The parties may execute this Agreement, and any amendments related to this Agreement, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the parties need not appear on the same counterpart.

26. ENTIRE AGREEMENT.

This Agreement and the attached exhibit(s) listed below constitute the entire agreement between the parties and, unless otherwise provided herein, may be amended only in writing, signed by all parties to this Agreement.

27. DOCUMENTS.

The following document(s) is/are attached and made a part of this Agreement. In the event of a conflict of contract terminology, priority shall first be given to the language in the body of this Agreement, then to Exhibit "A", and then to Exhibit "B".

Exhibit "A" Project Plan

Exhibit "B" Minority/Women Owned and Small Business Utilization Report Form



IN WITNESS WHEREOF, the parties hereto, or their lawful representatives, have executed this Agreement on the day and year set forth next to their signatures below.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

By: *Amanda Rice* 03/17/2021  
Amanda Rice, P.E. Date  
Assistant Executive Director

PINELLAS COUNTY, by and through its Board of COUNTY Commissioners

By: *Dave Eggers*  
Name: Dave Eggers Date: January 26, 2021  
Title: Chair



ATTEST:  
Ken Burke, Clerk of the Circuit Court

*Ken Burke*  
Deputy Clerk

Date: January 26, 2021

APPROVED AS TO FORM  
By: *Brendan Mackesey*  
Office of the County Attorney

AGREEMENT NO. 21CF0003357

## EXHIBIT "A" PROJECT PLAN

### PROJECT DESCRIPTION

The PROJECT is a cooperative funding project located in the Joe's Creek watershed in Pinellas County. The PROJECT will develop a Preliminary Engineering Report (PER) that evaluates proposed Best Management Practices (BMPs) in the Joe's Creek watershed in Pinellas County. The BMP projects were identified in the prior Joe's Creek Watershed Improvement Plan BMP Alternatives Analysis (N516). The study will refine the model, provide more detail for water quality, natural systems and flood protection benefits, project costs, property rights/acquisition needs, and permitting/mitigation requirements for proposed BMPs.

### MEASURABLE BENEFIT

The completion of the study and a Preliminary Engineering Report to evaluate alternatives to reduce flooding, improve water quality and enhance natural systems within the Joe's Creek watershed in accordance with the requirements of this Agreement.

### PROJECT TASKS

All contractors and consultants shall be procured in accordance with the procurement laws applicable to the COOPERATOR. Key tasks to be performed by the COOPERATOR:

1. MODEL REFINEMENT – Task includes refining the model from the prior Joe's Creek study and providing more detail for water quality, natural systems and flood protection benefits for proposed BMPs.
2. DRAFT REPORT – The COOPERATOR shall prepare a draft report that presents the data results, analysis, and provides a Preliminary Engineering Report for each of the BMPs including summary of the geotechnical work, project costs, property rights/acquisition needs and permitting/mitigation requirements for proposed BMPs. The report shall identify, evaluate, and recommend management options/alternatives that will accomplish the Measurable Benefit of the PROJECT and shall include resource benefits, cost estimates, and benefit-cost analysis for each project. This shall be accomplished through review and analysis of any existing water quality, biological, or watershed related data and models from prior studies. The DISTRICT may offer comments on the draft final report and those comments will be addressed in the final report.
3. FINAL REPORT – The COOPERATOR shall prepare and submit a final report.

### DELIVERABLES

1. Quarterly status reports
2. Minutes of kick-off, pre-application and progress meetings

3. Refined water quality and watershed models, electronic form including data utilized in the models
4. Copy of contract with consultant, prior to execution (for cost reimbursement review)
5. Draft Preliminary Engineering Report
6. Final Preliminary Engineering Report
7. Project cost estimates
8. Resource benefit calculations and methodology
9. Benefit-cost analyses
10. One electronic (1) set of any final reports and data files
11. Minority/Women Owned and Small Business Utilization Report

### **DELIVERABLE REVIEW TIMES**

The DISTRICT shall provide a written response to the COOPERATOR within twenty (20) business days of receipt of each deliverable specified below including supporting documentation. The COOPERATOR shall respond to the DISTRICT'S questions and concerns with twenty (20) business days of receipt by the COOPERATOR.

- Refined water quality and watershed models
- Draft Preliminary Engineering Report
- Final Preliminary Engineering Report
- Benefit-cost analyses
- Resource benefit calculations and methodology

### **SPATIAL REFERENCE, CAD AND GIS DELIVERABLE REQUIREMENTS**

All survey and mapping services and deliverables shall be certified as meeting or exceeding, in quality and precision, the standards applicable for this work, as set forth in Chapter 472, F.S.

Horizontal Datum will be referenced to the Florida State Plane Coordinate System, West Zone (0902), Units US Survey Feet, North American Datum of 1983 (NAD83/2011) Current Adjustment including the most recent NSRS adjustment.

Vertical Datum will be referenced to the North American Vertical Datum of 1988 (NAVD 88), Units US Survey Feet, using the most recent geoid model to compute orthometric heights based on GPS derived ellipsoid heights.

Metadata must be provided for GIS deliverables and must be delivered in an ESRI ArcCatalog compatible XML format. Each data layer in the deliverable requires its own metadata XML file.

Metadata must be compliant with the Federal Geographic Data Committee's (FGDC) Content Standard for Spatial Metadata and current DISTRICT standards (*Metadata Writing Guide for Contractors*) which is located on the DISTRICT'S ftp website at: [http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata\\_stnds/](http://ftp.swfwmd.state.fl.us/pub/gisdata/metadata_stnds/), file name ContractorsXML.zip), incorporated herein by reference. All feature classes must be checked for geometrical, topological, and attribute errors and corrected accordingly. All metadata must pass through the USGS metadata parser at <http://geo-nsdi.er.usgs.gov/validation/> with no errors.

**PROJECT SCHEDULE**

DESCRIPTION	COMMENCE	COMPLETE
Model Refinement	04/01/2021	04/30/2022
Draft Preliminary Engineering Report	06/30/2022	08/30/2022
Final Preliminary Engineering Report	08/30/2022	07/31/2023

Additional task deadlines contained in the performance schedules of the consultant and contractor contracts will be incorporated herein by reference.

**PROJECT BUDGET**

DESCRIPTION	DISTRICT	COOPERATOR	TOTAL
Model Refinement	\$125,000	\$125,000	\$250,000
Draft Preliminary Engineering Report	\$160,000	\$160,000	\$320,000
Final Preliminary Engineering Report	\$75,000	\$75,000	\$150,000
<b>TOTAL</b>	<b>\$360,000</b>	<b>\$360,000</b>	<b>\$720,000</b>

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AGREEMENT NO. 21CF0003357

**EXHIBIT "B"  
MINORITY/WOMEN OWNED AND SMALL BUSINESS UTILIZATION REPORT**

Projects receiving \$100,000 or more in cooperative funding from the Southwest Florida Water Management District require the submission of the following information within 30 days of any amendment increasing project funding and with the final invoice. Questions regarding use of this form should be directed to Contracts Administration, Phone (352) 796-7211 ext. 4132.

		INDICATE THE ONE CATEGORY THAT BEST DESCRIBES EACH ORGANIZATION LISTED*												
		BUSINESS CLASSIFICATION		CERTIFIED MBE				NON-CERTIFIED MBE				UNKNOWN		
		NON-MINORITY	SMALL BUSINESS Section 288.703(1) F.S.	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	AFRICAN AMERICAN	HISPANIC AMERICAN	ASIAN/HAWAIIAN AMERICAN	NATIVE AMERICAN	AMERICAN WOMAN	
COOPERATOR: _____														
AGREEMENT NO.: _____														
PROJECT NAME: _____														
TOTAL PROJECT COST: _____														
NAMES OF CONTRACTORS AND SUBCONTRACTORS UTILIZED	TOTAL AMOUNT PAID													

\*  Our organization does not collect minority status data.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Print Name and Title \_\_\_\_\_

## Certificate Of Completion

Envelope Id: 7691FF54FD73405E96CA51FF6B08172D	Status: Completed
Subject: Please DocuSign: SWFWMD 21CF0003357 Agreement.pdf	
Source Envelope:	
Document Pages: 18	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	MaryMargaret Hull
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	2379 Broad Street
	Brooksville, FL 34604
	marymargaret.hull@swfwmd.state.fl.us
	IP Address: 192.155.215.34

## Record Tracking

Status: Original 3/16/2021 5:56:52 PM	Holder: MaryMargaret Hull marymargaret.hull@swfwmd.state.fl.us	Location: DocuSign
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## Signer Events

Amanda Rice  
Mandi.Rice@watermatters.org  
Security Level: Email, Account Authentication  
(None)

## Signature

DocuSigned by:  
  
ABDAF9C82EBF43D...

Signature Adoption: Pre-selected Style  
Using IP Address: 204.76.240.236

## Timestamp

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Viewed: 3/17/2021 9:48:55 AM  
Signed: 3/17/2021 9:49:34 AM

**Electronic Record and Signature Disclosure:**  
Accepted: 3/17/2021 9:48:55 AM  
ID: bf2a7aaf-585c-4f47-b231-fcfb5a3ee42c

## In Person Signer Events

## Signature

## Timestamp

## Editor Delivery Events

## Status

## Timestamp

## Agent Delivery Events

## Status

## Timestamp

## Intermediary Delivery Events

## Status

## Timestamp

## Certified Delivery Events

## Status

## Timestamp

## Carbon Copy Events

## Status

## Timestamp

Jennifer Shannon  
jshannon@co.pinellas.fl.us  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/17/2021 9:49:35 AM  
Viewed: 3/17/2021 10:18:06 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

David Fechter  
ddflechter@co.pinellas.fl.us  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/17/2021 9:49:36 AM  
Viewed: 3/17/2021 9:51:59 AM

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Rhonda Bowman  
rbowman@pinellascounty.org  
Security Level: Email, Account Authentication  
(None)

**COPIED**

Sent: 3/17/2021 9:49:36 AM

**Electronic Record and Signature Disclosure:**

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
Nicole Mytyk Nicole.Mytyk@watermatters.org Security Level: Email, Account Authentication (None)	<b>COPIED</b>	Sent: 3/17/2021 9:49:36 AM
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/16/2021 6:03:31 PM
Certified Delivered	Security Checked	3/17/2021 9:48:55 AM
Signing Complete	Security Checked	3/17/2021 9:49:34 AM
Completed	Security Checked	3/17/2021 9:49:36 AM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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## **Your Consent to Use Electronic Records and Signatures**

From time to time, the Southwest Florida Water Management District ("District") may provide you with certain agreements. The federal E-SIGN Act and the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes, allow the District to provide you these agreements electronically and the use of electronic signatures with your consent. Described below are the terms and conditions for providing you such agreements electronically as well as for the use of electronic signatures. This consent relates to your agreement with the District and any associated electronic signatures. If you consent to receive your agreement electronically and to use electronic signatures, you must keep your email address up to date by notifying ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us) of any changes to your contact information.

Please read the information below thoroughly and, if you can access this information electronically to your satisfaction, please confirm your acceptance and understanding that your electronic signature executed in conjunction with the electronic submission of your agreement shall be legally binding and such transaction shall be considered authorized by you by clicking the "I consent to use Electronic Records and Signatures" box located on the previous page. If you do not agree to use electronic signatures, click the link under "Other Options" to print and sign the agreement.

## **Right to Have Records Provided on Paper**

At any time, you may request from the District paper copies of any of your agreements at no cost to you. You may request delivery of paper copies by contacting ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us). Additionally, following your signing session, you will have the ability to download and print your agreement through the DocuSign, Inc. ("DocuSign") system. You will receive an email with a link to access your agreement within the DocuSign system.

## **Right to Withdraw Your Consent to Receive Electronic Records; Consequences**

If you agree to receive your agreement electronically and use electronic signatures, you have the right to withdraw your consent at any time and at no cost to you. You must inform the District of your decision by ESignQuestions at [ESignQuestions@swfwmd.state.fl.us](mailto:ESignQuestions@swfwmd.state.fl.us). Please include your contact information and the agreement number you are declining to sign electronically in your withdrawal notice. If you elect to receive your agreement only in paper format, or refuse to sign electronically, it may slow down the speed at which you receive documents or information.

## **Hardware and Software Minimum Requirements**



To access and retain your agreement, you will need the following:

Operating Systems:	Windows 2000 or Windows XP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla Firefox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enable Security Settings:	Allow per session cookies  Users accessing internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

These minimum requirements are subject to change. If these requirements change such that you may not be able to access or retain the electronic records, we will provide you with an email message at the email address we have on file for you, providing you with the revised hardware and software requirements. At that time, you will have the right to withdraw your consent to receive documents electronically.



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## **APPENDIX B: Schedule of Deliverables**

Task Number	Task Name	Deliverable	Format
1.3	County Kick-Off and Goal Setting Meeting	Kick-off Meeting Agenda	Electronic
1.3	County Kick-Off and Goal Setting Meeting	Kick-off Meeting highlights, action items, follow up activities and responsible parties	Electronic
1.4	On Site Reviews	Site visit summary technical memorandum	Electronic
1.5	Project Production Team (PPT) Review Meetings	Agenda	Electronic
1.5	Project Production Team (PPT) Review Meetings	Attendance sheet	Electronic
1.5	Project Production Team (PPT) Review Meetings	Meeting highlights and list of action items	Electronic
2.1	Data Collection	Data Needs Technical Memorandum	Electronic
2.2	Data Review and Assembly	Data Collection and Assembly Summary TM	Electronic
2.3	Migrate Existing Stormwater Geodatabase from ICPR v3 compatible GWIS v1.6 to ICPR4 compatible GWIS v2.1	Watershed existing conditions model in ICPR4	Electronic
2.3	Migrate Existing Stormwater Geodatabase from ICPR v3 compatible GWIS v1.6 to ICPR4 compatible GWIS v2.1	Watershed existing conditions GWIS files	Electronic
2.4.4	Watershed Model Performance and Calibration	GWIS v2.1 database for COUNTY's updated model conditions, with parameter fields/tables populated	Electronic
2.4.4	Watershed Model Performance and Calibration	GIS shapefiles/databases and backup calculations/spreadsheets documenting the parameterization development	Electronic
2.4.4	Watershed Model Performance and Calibration	Draft and Final calibrated updated ICPR4 model with model ledger	Electronic
2.4.4	Watershed Model Performance and Calibration	Table of model results versus high water mark data	Electronic
2.4.4	Watershed Model Performance and Calibration	Draft and Final Technical Memorandum summarizing model schematic updates, parametrization, and calibration	Electronic
2.5	Design Storm Simulations and Existing Floodplain Level of Service (FPLOS) Analysis	GIS shapefile illustrating LOS identification for each SW basin/subbasin	Electronic

Task Number	Task Name	Deliverable	Format
2.5	Design Storm Simulations and Existing Floodplain Level of Service (FPLOS) Analysis	Tabulation indication Level of Service conditions for roadway access and structure protection	Electronic
2.6	Future Climate Projections /Flood Scenario Development	Tech memo including rainfall and SLR projections; a summary of the flood scenarios and planning horizon; recommended flood scenarios for use in the future conditions stormwater modeling.	Electronic
2.7	Future Conditions Flood Modeling	ICPR4 model results for the select future planning horizon model simulations.	Electronic
2.7	Future Conditions Flood Modeling	Peak stage floodplains (transition zones not included) from the future conditions model results, will be used to develop visuals (maps) of model results in terms of flood inundation zones.	Electronic
2.8	Water Quality Analysis	Summary table of pollutant loading rates per subbasin	Electronic
2.8	Water Quality Analysis	GIS files associated with the pollutant-loading analysis	Electronic
3.1	Develop Alternatives for LOS and WQ Issues	Alternatives Workshop Agenda	Electronic
3.1	Develop Alternatives for LOS and WQ Issues	Decision Matrix update, as necessary (in lieu of minutes)	Electronic
3.1	Develop Alternatives for LOS and WQ Issues	Alternatives Technical Memorandum	Electronic
3.2	Feasibility of Alternatives	Prioritization Criteria Workshop Agenda	Electronic
3.2	Feasibility of Alternatives	Prioritization Criteria Workshop Minutes	Electronic
3.2.1	Joe's Creek Lower Floodplain Creation	Draft and final Joes Creek Lower Floodplain Creation Alternatives Analysis technical memorandum (up to 20 pages, plus exhibits) describing the data collection and analysis methods (desktop and field), approach to developing alternatives, and descriptions of two alternatives for Joe's Creek Lower Floodplain Creation. Exhibits will include conceptual figures in GIS and typical plan and profile renderings/sketches. Appendix will include e-copy of field observations.	Electronic

Task Number	Task Name	Deliverable	Format
3.2.2	55th Street North Stormwater Conveyance Improvements	Draft and final 55th Street North Stormwater Conveyance Improvements Alternatives Analysis technical memorandum describing the data collection and analysis methods (desktop and field), approach to developing alternatives, and descriptions of two alternatives for 55th Street North Stormwater Conveyance Improvements. Exhibits will include conceptual figures in GIS and typical plan and profile renderings/sketches. Appendix will include e-copy of field observations.	Electronic
3.3	Silver Lake Pre-Treatment	Draft Technical memorandum summarizing the alternatives	Electronic
3.3	Silver Lake Pre-Treatment	Conceptual drawing package	Electronic
3.3	Silver Lake Pre-Treatment	Proposed condition ICPR4 models	Electronic
3.4	Low Impact Design/Green Infrastructure Opportunities	Watershed-wide concept plan of potential LID/GI opportunities	Electronic
3.4	Low Impact Design/Green Infrastructure Opportunities	Brief technical memorandum summarizing development, ranking, and prioritization of LID/GI opportunities at the watershed level	Electronic
3.4	Low Impact Design/Green Infrastructure Opportunities	Conceptual drawing package for ten (10) of highest ranked LID/GI projects and/or strategies	Electronic
3.5	Cost Estimating and Preliminary Schedule	Class 4 Preliminary Engineer's Opinion of Probable Cost for each alternative (to be used in prioritization (Task 3.6), documented in PER, task 3.7)	Electronic
3.5	Cost Estimating and Preliminary Schedule	Preliminary schedule for each alternative (to be used in prioritization, Task 3.6, and documented in the PER, Task 3.7)	Electronic
3.6	Prioritize Projects	Ranking criteria and prioritization (documented in PER, Task 3.7)	Electronic
3.7	Preliminary Engineering Report	Draft and final PER including re-ranked list of BMPs in PDF format (BMPs list also in EXCEL)	Electronic

Task Number	Task Name	Deliverable	Format
3.7	Preliminary Engineering Report	Responses to Project Manager's comments and necessary corrections	Electronic
3.7	Preliminary Engineering Report	Responses to formal PPT and District review comments	Electronic
4.2.6	Property Value Analysis	CONSULTANT will summarize the results of the economic impact analysis into a draft technical memorandum. The memorandum will document CONSULTANT's approach and help contextualize the estimated benefits and costs through a discussion about community needs. Following a single set of consolidated comments, CONSULTANT will provide a final technical memorandum.	Electronic
4.2.6	Property Value Analysis	The technical memorandum will be translated into a user-friendly and graphically appealing promotional document suitable for distribution to stakeholders, decision makers, and use at public consensus building activities.	Electronic
5.2	Branding Strategy: Visualizations and Renderings	Draft and Final Branding Strategy TM	Electronic
5.3	Develop Stakeholder and Public Outreach Plan	Draft and Final Public Outreach Plan	Electronic
5.3	Develop Stakeholder and Public Outreach Plan	List of Key Stakeholders and Community Members	Electronic
5.3	Develop Stakeholder and Public Outreach Plan	Outreach Schedule	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	Workshop Agenda	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	Workshop Minutes	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	Up to 15 Photometric quality visualizations and/or renderings of the proposed facilities to support activities, public involvement and/or the web presence, as necessary	Electronic

Task Number	Task Name	Deliverable	Format
5.4	Implement Stakeholder and Public Outreach Plan	Design and print coordination for postcard, newsletter, and/or fact sheet, and FAQ (maximum two mailings and maximum two total of newsletter, fact sheet, and/or single page FAQ)	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	Briefing and meeting materials including sign-in sheets, agendas, presentation, and display boards	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	High-level summary of comments, action items, and key points from stakeholder group briefings and community meetings	Electronic
5.4	Implement Stakeholder and Public Outreach Plan	Website page content	Electronic
5.5	Online Platform	15-month hosting and content for one project specific web page	Electronic
5.6	Community Knowledge	An issues log will be kept up to date with any concerns that arise throughout the design phase.	Electronic
5.7	Leveraging Relationships	A Stakeholders log will be kept throughout the project	Electronic
5.10	Other Presentations	Channel/Trail-specific materials for four public outreach events, including Task 2 outreach materials support	Electronic
5.10	Other Presentations	Materials for five Advisory Group listening sessions and workshops	Electronic
5.10	Other Presentations	Materials for up to four staff-led presentations	Electronic
5.11	Virtual Public Meeting – Channel/Trail and associated BMPs	Agenda	Electronic
5.11	Virtual Public Meeting – Channel/Trail and associated BMPs	Presentation	Electronic
5.11	Virtual Public Meeting – Channel/Trail and associated BMPs	Summary of meeting highlights and action items	Electronic
6.1	QA/QC Documentation	QA/QC plan	Electronic

<b>Task Number</b>	<b>Task Name</b>	<b>Deliverable</b>	<b>Format</b>
6.1	QA/QC Documentation	QA/QC documentation, as outlined in the project QA/QC plan, verifying independent review – submitted with final copies of individual deliverables.	Electronic
7.1	Review Envision Framework and Identify Project Areas to Pursue Points	Summary Memo	Electronic
8.1	Survey Services	Final signed and sealed survey (pdf format, to accurate scale)	Draft Electronic, Final Electronic with one Hardcopy Sign/Seal
8.1	Survey Services	ACAD Civil 3D drawings of survey	Electronic



## APPENDIX C: Data Provided and Additional Documentation Supplied by COUNTY

The COUNTY has already provided the following in the Request for Proposal documents, emails and external hard drive:

- Exhibit 1 - Project Location Map
- Exhibit 2 - Joe's Creek WMP Watershed Evaluation
- Exhibit 3 - Joe's Creek WMP Surface Water Resource Assessment
- Exhibit 4 - Joe's Creek WMP Floodplain Analysis
- Exhibit 5 - Joe's Creek WMP BMP Analysis
- Exhibit 6 - Joe's Creek Greenway Trail Alignment Study
- Exhibit 7 - Joe's Creek Channel 1 Bank Stabilization Technical Memo
- Exhibit 8 - Lealman Central Area Improvements - Preliminary Engineering Study
- Exhibit 9 - Northwest Lealman Drainage Study
- Exhibit 10 - Lealman Community Redevelopment Plan
- Exhibit 11 - Linking Lealman Action Plan
- Exhibit 12 - Raymond H. Neri Park Master Plan
- Exhibit 13 - Klosterman Bayou and Joe's Creek Nutrient Source Evaluation
- Exhibit 14 - Joe's Creek Bacterial Pollution Control Plan
- Exhibit 15 - Joe's Creek Dissolved Oxygen and Nutrients TMDL Implementation Plan

- Joe's Creek Watershed Model done by URS/AECOM in 2017
- Joe's Creek Watershed Model update done by WSP in 2020 (modified downstream tail water conditions)
- Joe's Creek Watershed Model update done by Kimley Horn in 2020 (refined to include Lealman Community Redevelopment Area proposed improvements)
- Joe's Creek RiverFlow2D model done by Wood in 2020
- Survey data of highwater marks captured from the February 2006 storm event that caused severe flooding in the watershed
- Hydrologic and environmental data (wetland delineation, water quality data, stream condition index (SCI) and habitat assessment data)
- COUNTY's GIS files for the watershed
- BMPs List (preliminary ranking)

A preliminary list of documents the COUNTY will provide, if available, is listed below.

- Historical design plans, geotechnical reports, permits and as-built drawings of the canal and its appurtenant structures including but not limited to stormwater outlets, weirs, grade control structures, energy dissipaters, and bank revetments.
- Topographic Survey (DTM, ACAD files, and pdf). The survey will include the stormwater system, sanitary sewer gravity system, and designation (Quality Level B) of other subsurface utilities within the project limits, pipes crossing the canal, wetland delineation lines and points (as delineated by others), existing R/W and existing easements will be mapped. LiDAR will not be part of the Topographic Survey.
- DISTRICT grant documents
- 2017 SWFWMD land use and future land use data (GIS shapefiles)

- County CIP project files for proposed improvements within the watershed
- COUNTY's stormwater asset inventory GIS database with critical elevations
- LiDAR data (CONSULTANT will utilize the latest Pinellas County 2018 LiDAR data)
- Environmental Resource Permit (ERPs), as-built plans for new areas of development. This data collection will be conducted for the areas of development that were deemed complete or built by 2017.
- Recent and historical aerial photography, high water mark databases, COUNTY rainfall files to be used for design storm simulations
- GIS files for impervious surfaces, roads, land use and soils, and plan sets (ERPs, on an as needed basis)
- FEMA flood plain GIS data set
- Model portions currently being updated in St. Petersburg, Lealman and Kenneth City
- Adjacent watershed studies
- Flood records of past flood events
- Repetitive loss areas within basin
- County guidance, policies and design standards related to climate (rainfall and SLR) projections and their use in capital planning and design, including access to the County's updated SLR planning tool
- Vulnerability assessment and related information for assets within the basin
- Building finish floor elevations
- List of capital projects within basin, including water, wastewater, transportation, stormwater, and other planned capital projects

#### Data for the Trail Planning Task

- Updated demographic and population data for the specific project area
- Travel surveys and similar research
- Long-range population and employment forecasts
- Latest collision data (past 5 years) within the project area
- Latest local traffic, bicycling, and walking patterns/data including volumes, if available
- Updated project construction and maintenance cost estimates
- Updated project phasing information including the timing of construction cost expenditures

## APPENDIX D: BMP and Trail Map

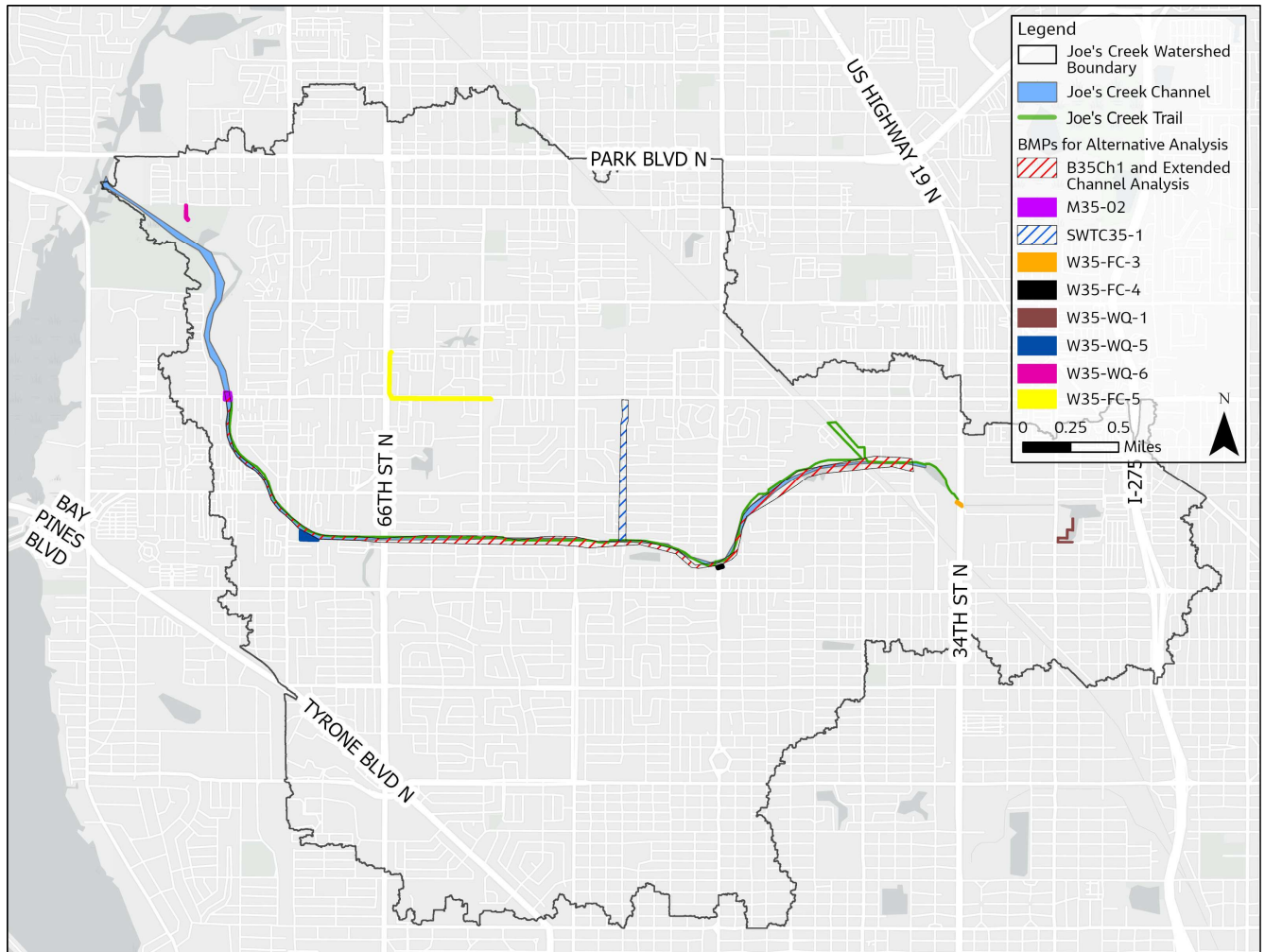


Figure D-1. Best Management Practices (BMP) and trail alignment for inclusion in Preliminary Engineering Report.

## **APPENDIX B: Cost Breakdown Summary**







## **APPENDIX F: Sub-Consultant Proposals and Cost Breakdowns**





To: Jacobs

From: Alta Planning + Design

Date: May 27, 2022

Re: Alta Scope of Services for Joe's Creek Trail – Phase I

## Scope of Services

### Task 5.8 Channel/Trail Community Consensus Building

Public outreach and engagement are a critical piece to developing a greenway trail that is embraced by the local communities and other interested stakeholders. Alta will facilitate community meetings aimed at understanding and documenting current conditions, including mobility, connectivity, and accessibility challenges. Alta will collect information on how the proposed trail can best support the community, and will identify key system gaps that the trail can help close. Additionally, based on community input, Alta will create recommendations on needed trail amenities such as trailhead facilities, safety and security elements, and non-motorized user amenities. As part of this task, Alta will review previous and ongoing trail planning and feasibility studies and options.

Public outreach efforts for the trail will be coordinated with the comprehensive outreach efforts for this project. Alta will facilitate and attend up to four (4) community meetings related to the trail component.

#### Deliverables:

- Attending up to four (4) community meetings.
- Preparing up to two (2) boards per meeting.
- Preparing meeting agendas.
- Preparing follow-up notes for each meeting in the form of a technical memorandum.
- Addressing up to one (1) round of consolidated, non-conflicting comments for each of the deliverables.

### Task 5.9 Stakeholders and Advisory Group for Channel/Trail

Together with the client, Alta will identify a diverse group of stakeholders. A preliminary Stakeholders List is assumed to include:

- Forward Pinellas
- Pinellas County Public Works (Transportation/Trails)
- Pinellas County Parks and Environment
- Pinellas County Schools
- Lealman CRA
- Pinellas Police Athletic League/Pinellas County Sherriff's Office
- Residents along Joe's Creek
- Local Sierra Club Chapter
- Local Audubon Chapter
- Representatives from the local kayaking community
- Keep Pinellas Beautiful



- State Trails groups
- State Water Quality group
- State/Local birdwatching
- Local bike clubs

Select stakeholders will be invited to be part of a project-specific advisory group that will participate in workshops and listening sessions. The purpose of the Advisory Group is to engage those with the most local knowledge and enthusiasm with visioning and the alternatives development and selection. Alta proposes a series of five (5) Advisory Group meetings at the following touchpoints:

- Advisory Group meeting #1: Visioning listening session and workshop
- Advisory Group meeting #2: Dream Big listening session and workshop (based on alternatives found in Plans Review as well as new alternatives)
- Advisory Group meeting #3: Alternatives Review and Scoring listening session and workshop
- Advisory Group meeting #4: Draft Preferred Alternative listening session and workshop
- Advisory Group meeting #5: Final Preferred Alternative listening session and workshop

As part of the Advisory Group meetings, Alta will help facilitate discussions and gather input to develop the trail alignment. Alta's role will assist in the visioning of the trail layout, including offering expertise on trail features such as dimensions, character, and amenities.

#### Deliverables:

- Attending up to five (5) Advisory Group meetings.
- Preparing up to one (1) PowerPoint presentation for each Advisory Group meeting.
- Preparing meeting agendas.
- Preparing follow-up notes for each meeting in the form of a technical memorandum.
- Addressing up to one (1) round of consolidated, non-conflicting comments for each of the deliverables.

## 5.10 Other Presentations

Alta will provide materials to the COUNTY for up to four (4) additional COUNTY-led presentations to interested groups that can include broader groups than the stakeholders such as school groups, scouting groups, neighborhood associations (adjacent neighborhoods), cycling clubs (if not involved as active stakeholders).

The materials ideally will be developed in cooperation with local agencies such as the Audubon Society and Keep Pinellas Beautiful, and will include fact sheets and PowerPoint presentations.

#### Deliverable(s)

- Materials for up to four staff-led presentations, including:
  - Up to two (2) fact sheets
  - Up to four (4) PowerPoint presentations
  - Addressing up to one (1) round of consolidated, non-conflicting comments for each of the deliverables.



## 5.11 Virtual Public Meeting

Alta will participate in up to one (1) virtual public information meeting after the final PER to discuss the trail components. The COUNTY shall facilitate and moderate the meeting and provide notices to the public with details on the public information meeting. Alta will provide the COUNTY with draft deliverables for the meeting for review before finalizing the materials.

### Deliverables:

- One (1) virtual public information meeting materials, including:
  - PowerPoint slides with previously created graphics
  - Participation in preparing meeting agenda and follow-up notes.
  - Addressing up to one (1) round of consolidated, non-conflicting comments.

## Schedule

Upon NTP, the anticipated timeframe for Phase 1 of this effort is 12 months.

## Budget

Alta's total budget for the proposed scope of services is \$94,693, which includes \$8,660 in expenses. Staff billing rates are based on the contracted rates. The following is a breakdown of the budget by task:

Task	Labor Budget	Expenses*	Total Budget
5.8	\$39,824	\$4,724	\$44,548
5.9	\$27,227	\$3,936	\$33,163
5.10	\$13,852		\$13,852
5.11	\$5,130		\$5,130
<b>TOTAL</b>	<b>\$86,033</b>	<b>\$8,659.86</b>	<b>\$94,693</b>

\*Expenses rate table per Florida Statute 112.061: Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system

Expense	Amount	Notes
Lodging	\$ 120.00	based on average 3-star lodging in the area
Meals		
Breakfast	\$ 6.00	Per FL Statute 112.061 Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system.
Lunch	\$ 11.00	(6) RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE. — (b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):
Dinner	\$ 19.00	1. Breakfast.....\$6 2. Lunch.....\$11 3. Dinner.....\$19
Mileage	\$ 237.63	Per FL Statute 112.061 Per diem and travel expenses of public officers, employees, and authorized persons; statewide travel management system. (7) TRANSPORTATION. — (d) 1. The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee. Whenever travel is by privately owned vehicle: a. A traveler shall be entitled to a mileage allowance at a rate of 44.5 cents per mile
<b>Total</b>	<b>\$393.63</b>	<b>Per Day Per Person</b>

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project:  
 Project Number:  
 County Project Manager:

Joe's Creek Trail  
 21-3-NC(SS)  
 Nancy Lamagna

Consultant Name: Cardno, Inc.  
 Date: 15Jul22  
 Estimator: Yam/Stoker

Task	Principal Engineer	Chief Engineer 2	Senior Engineer 2	Senior Engineer 1	Engineer 2	Engineer 1	Engineer Intern	Senior Designer	Designer	CADD/Computer Technician	Clerical		SH	Salary	Average	
	\$260.00	\$255.00	\$235.00	\$190.00	\$175.00	\$135.00	\$100.00	\$135.00	\$125.00	\$90.00	\$85.00		By Activity	Cost By Activity	Rate Per Task	
Task 1: Project Management, Kickoff, Goal Setting, and Site Visit (DR)																
Internal Kick-off Meeting			4										4	\$940	\$235.00	
County Kick-off and Goal Setting Meeting			4										4	\$940	\$235.00	
Task 4: Greenway Trail Existing Conditions Assessment and Re-Evaluation																
Existing Conditions Assessment	2		12			24							38	\$6,580	\$173.16	
Greenway Trail Re-Evaluation	4		18		32				100				154	\$23,370	\$151.75	
Task 5: Public Involvement, Information Gathering, and Consensus Building																
Communications Coordination	6		8						8				22	\$4,440	\$201.82	
Channel/Trail Community Consensus Building									16				16	\$2,000	\$125.00	
Stakeholders and Advisory Group for Channel/Trail									8				8	\$1,000	\$125.00	
<b>Total Staff Hours</b>	12	0	46	0	32	24	0	0	132	0	0	0	246			
<b>Total Staff Cost</b>	\$3,120.00	\$0.00	\$10,810.00	\$0.00	\$5,600.00	\$3,240.00	\$0.00	\$0.00	\$16,500.00	\$0.00	\$0.00	\$0.00		\$39,270	\$159.63	

Check = \$39,270.00

**SUBTOTAL ESTIMATED FEE:** \$39,270.00  
 Subconsultant: \$0.00  
 Subconsultant: \$0.00  
**SUBTOTAL ESTIMATED FEE:** \$39,270.00  
 Optional Services \$0.00  
**GRAND TOTAL ESTIMATED FEE:** \$39,270.00



# CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762  
 (727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax WWW.CUMBNEYFAIR.COM

July 23, 2021

## RE: Pinellas County – Joe’s Creek Model Update, Alternatives Analysis, and Feasibility Study

### Survey Scope:

Survey Services include the following items:

- The CONSULTANT shall provide Survey data for the following items:
  - Approximately 50-75 stormwater structures to add modeling level of detail
  - Approximately 10-12 cross-sections along the main channel from mile creek intersection to all the way to most downstream end (2 cross sections between major road intersections).
- Data collection includes the following: Horizontal/vertical position on the center of the manhole, pipe size, pipe type, and invert elevations.
- Horizontal Datum: NAD 83 (2011)
- Vertical Datum: NAVD 88 (GPS derived using Geoid 18)
- Deliverables will include a signed/sealed Surveyor’s Report, copies of all field notes, and CADD file.
- All survey work will be performed pursuant to Chapter 5J-17, Florida Administrative Code.

### Survey Fee Estimate

Survey Data Collection

<b>Classification</b>	<b>Rate</b>	<b>Hours</b>	<b>Total</b>
<b>OFFICE</b>			
Senior Surveyor & Mapper	\$190.00	2	\$380.00
Surveyor & Mapper	\$150.00	4	\$600.00
Survey/GIS/SUE Analyst 3	\$115.00	28	\$3,220.00
<b>FIELD</b>			
Party Chief	\$93.00	56	\$5,208.00
Instrument Man	\$63.00	56	\$3,528.00
Rod Man/Chain Man	\$47.50	56	\$2,660.00
		<b>Total</b>	<b>\$15,596.00</b>

CUMBNEY & FAIR, INC. will provide the above-mentioned survey services for a total “not-to-exceed” fee of **\$15,596.00**.



July 15, 2022

RE: Pinellas County – Joe’s Creek Model Update, Alternatives Analysis, and Feasibility Study

**Scope**

Services include the following items:

- Project Management including Kick-Off and other required meetings
- Assistance in prioritizing projects for alternatives and feasibility
- Public Involvement
  - Communications, Branding
  - Stakeholder Development
  - Assist in creating an Outreach Plan
  - Understanding the Community and Developing relationships
  - Participation in Virtual Public Meetings

**Fee Estimate**

Classification – Principal

Rate - \$200    Hours – 229    Total - \$45,800

McKiernan Consulting Services LLC will provide the above-mentioned services for a total “not-to-exceed” \$45,800.



One Tampa City Center  
 201 N. Franklin Street  
 Suite 1400  
 Tampa, FL 33602  
 United States  
 T +1.813.676.2300  
 F +1.813.676.2301  
 www.jacobs.com

## EXHIBIT B - RATES

On behalf of Jacobs Engineering Group Inc. the rate schedule is submitted for your consideration on the referenced contract to be used on both lump sum and time and materials contracts.

<b>Title</b>	<b>Proposed Rates</b>
Administrative Assistant	95
Associate Engineer	132
Associate Engineer 2	155
Construction Estimator	212
Designer	98
Designer 1	106
Designer Automation Lead	158
Engineer 1	110
Engineer 2	114
Engineering Specialist	161
Engineering Technologist	218
Junior Engineer	101
Project Assistant 1	117
Project Assistant 2	140
Project Assistant 3	158
Project Engineer	162
Project Manager 1	151
Project Manager 2	203
Project Manager 3	243
Project Manager 4	248
Regional Technologist	259
Scientist 1	93
Scientist 2	126
Senior Contracting Specialist	248
Senior Engineering Specialist	195



Joe's Creek Model Update, Alternative Analysis and Feasibility Study - Professional Engineering Services 21-0003-NC (SS)

Senior Project Engineer	167
Sr Scientist	170
Sr. Construction Estimating Professional	245
Sr. Designer	144
Vice President/Global Technologist	277
Visualization Specialist 1	185
Visualization Specialist 2	223
Visualization Specialist 3	247

---

As per the contract, these rates are fixed for contract term. Our subconsultant rate schedules are also attached.

We look forward to working with Pinellas County on this contract. Please let me know if you have any questions or need any additional information.

Regards,

Jacobs Engineering Group Inc.

Niel Postlethwait, P.E.

Manager of Projects





711 SE Grand Ave  
Portland, OR 97214

## Billing Rate Certification - Alta Planning Design, Inc.

Joess Creek Model Update, Alternative Analysis and Feasibility Study -  
Professional Engineering Services 21-0003-NC (SS)

Classification	Hourly Rate
Art Director	129
Contracts Administrator	82
Design Associate	106
Designer - Level I	109
Designer - Level II	97
Engineer - Level I	121
Engineer - Level II	130
Engineering Associate	127
Graphic Designer - Level II	109
Planner - Level I	109
Planner - Level II	97
Planning Associate	165
Principal - Designer	151
Principal - Engineer	269
Principal - Planner	171
Project Coordinator	82
Senior Billing Specialist	82
Senior Design Associate	146
Senior Designer	119
Senior Engineer	152
Senior Engineering Associate	197
Senior Graphic Designer	119
Senior Planner	121
Senior Planning Associate	232



## Exhibit B

Joe's Creek Model Update, Alternatives Analysis, and Feasibility Study  
Professional Engineering Services  
Contract No. 21-0003-NC (SS)

Job Class	Rate
CADD/Computer Technician	\$90
Chief Designer	\$140
Chief Engineer 1	\$235
Chief Engineer 2	\$255
Chief Planner	\$255
Designer	\$125
Engineer 1	\$135
Engineer 2	\$175
Engineering Intern	\$100
Engineering Technician	\$100
Planner	\$100
Principal Engineer	\$260
Project Manager 1	\$175
Project Manager 2	\$200
Project Manager 3	\$240
Project Planner	\$120
Secretary/Clerical	\$85
Senior Designer	\$135
Senior Engineer 1	\$190
Senior Engineer 2	\$235
Senior Engineering Technician	\$115
Senior Planner	\$190

**Support Services**

Archaeologist	\$65
Chief Archaeologist	\$130
Chief Scientist	\$205
Chief Utility Coordinator	\$150
Community Outreach Specialist	\$150
Community Outreach Specialist - Junior	\$90
Community Outreach Specialist - Senior	\$130
Environmental Specialist	\$100
GIS Specialist	\$133
Landscape Architect	\$130
Landscape Architect Intern	\$70
Landscape Designer	\$67
Project Landscape Architect	\$125
Scientist	\$90
Senior Archaeologist	\$90
Senior Environmental Specialist	\$145
Senior Landscape Architect	\$175
Senior Scientist	\$140
Senior Utility Coordinator	\$175
Utility Coordinator	\$130
Inspector	\$88
Senior Inspector	\$125



# CUMBNEY & FAIR, INC.

2463 ENTERPRISE ROAD, CLEARWATER, FLORIDA 33762  
 (727) 797-8982 Clearwater (813) 223-4333 Tampa (727) 791-8752 Fax  
 WWW.CUMBNEYFAIR.COM

## Exhibit B

### SCHEDULE OF RATE VALUES

Cumbey & Fair, Inc.

Loaded Rates for Survey/Mapping/SUE

**Re: Joe's Creek Model, Alternatives Analysis, and Feasibility Study - Professional Engineering Services - Contract No.: 21-0003-NC (SS)**

Field Crew Supervisor	\$125.00
Instrument Man	\$63.00
Party Chief	\$93.00
Rod Man/Chain Man	\$47.50
Senior Surveyor & Mapper	\$190.00
Surveyor & Mapper	\$150.00
Survey/GIS/SUE Analyst 3	\$115.00
Utility Locator	\$79.50
Utility Technician	\$67.00



**PINELLAS COUNTY**  
**JOE'S CREEK MODEL UPDATE, ALTERNATIVE ANALYSIS AND FEASIBILITY**  
**STUDY – PROFESSIONAL ENGINEERING SERVICES**  
**21-0003-NC (SS)**  
**GEOTECHNICAL ENGINEERING AND TESTING SERVICES**

<b>JOB CLASSIFICATION</b>	<b>HOURLY RATES</b>
Principal Engineer (P.E.)	215.00/Hr.
Senior Engineer (P.E.)	187.00/Hr.
CADD Operator	83.00/Hr.
Clerical / Administrative Assistant	72.00/Hr.
Laboratory Director/Project Manager	148.00/Hr.
Senior Technician / Project Representative	85.00/Hr.
Field / Lab Technician	75.00/Hr.

Driggers Engineering Services, Inc.  
Pinellas County Joe's Creek Model Update,  
Alternative Analysis and Feasibility Study  
Professional Engineering Services  
21-0003-NC (SS)

**GEOTECHNICAL FIELD TESTING**

Mobilization and Demobilization of 3-Man Crew (readily accessible to truck-mounted drilling equipment)	\$450.00 LS
Crew Time (3-man crew and drilling equipment on water [minimum 8 hours per day])	390.00/Hr.
2.4.1 Portable Self-Propelled Barge and Work Boat <i>Note: Mobilization and Demobilization quoted based upon job requirements</i>	1,075.00/Day
Standard Penetration Test Borings (ASTM D-1586, split-spoon sampling; Standard Truck-Mounted Drill Unit)	
2.5.1 0-50 Feet	
i. Soil	16.00/LF
ii. Rock	18.00/LF
iii. Cemented Soil (N>50)	18.00/LF
2.5.2 50-100 Feet	
i. Soil	18.00/LF
ii. Rock	20.00/LF
iii. Cemented Soil (N>50)	20.00/LF
2.5.3 100-150 Feet	
i. Soil	21.25/LF
ii. Rock	25.50/LF
iii. Cemented Soil (N>50)	25.50/LF
Track-Mounted Drill Unit	
2.6.1 0-50 Feet	
i. Soil	\$ 20.00/LF
ii. Rock	23.00/LF
iii. Cemented Soil (N>50)	23.00/LF
2.6.2 50-100 Feet	
i. Soil	23.00/LF
ii. Rock	26.50/LF
iii. Cemented Soil (N>50)	26.50/LF

**GEOTECHNICAL FIELD SERVICES CONTINUED**

Tripod or Limited Access Drill Unit Equipment (3-man crew and equipment [minimum 8 hours per day])	266.50/Hr.
Undisturbed Sampling in Conjunction with Boring (3" O.D. Shelby tube samples)	150.00 Ea.
Grouting of Boreholes per SWFWMD Regulations	6.00/LF
4" Temporary Casing (only if needed)	7.75/LF
Patch Borehole in Asphalt or Concrete	75.00 Ea.
Double-Ring Infiltration Test (local and depth #3 feet [ASTM D-3385]) 3.1.1 Depth greater than 3 feet to be negotiated based on depth requirements	\$ 575.00 Ea.
Hand Auger Boring	12.00/LF
Hand Cone Penetrometer	4.25/LF.

**LABORATORY GEOTECHNICAL TESTING**

Consolidation Test	\$ 425.00 Ea.
Laboratory Permeability on Sand (ASTM D-2434-74)	210.00 Ea.
Unconfined Compression Test	150.00 Ea.
Grainsize Analysis (ASTM D-422-92)	40.00 Ea.
Atterberg Limit (plastic and liquid [ASTM D-43-18-87])	77.00 Ea.

**LABORATORY GEOTECHNICAL TESTING  
CONTINUED**

Organic Content (FM 1T-267)	40.00 Ea.
Specific Gravity of Soil (ASTM D-854-92)	40.00 Ea.
Hydrometer of Soil (ASTM D-422-92)	160.00 Ea.
Constant Head Permeability (ASTM D-2434-74)	\$ 210.00 Ea.
Permeability with Back Pressure Saturation (ASTM D-5084-90)	450.00 Ea.
Corrosivity Series (resistance, pH, SO <sub>4</sub> , CL [FDOT method])	300.00 Ea.
Field Sampling of Materials	72.00/Hr.



3912 W. Oklahoma Ave.  
Tampa, FL 33616

11/21/2020

Kerstin Lesley Kenty, Ph.D., P.E., ENV SP, PMP  
Jacobs  
201 N. Franklin Street, Suite 1400  
Tampa, FL 33602

Dear Kerstin,

My classification is Principal and my hourly rate is \$200/hour.

Thanks you for the opportunity to work with Jacobs. Please let me know if you need additional information.

Sincerely,

Cece McKiernan, President  
McKiernan Consulting Services  
[cece@mckiernanconsulting.us](mailto:cece@mckiernanconsulting.us)  
813-966-1265



<b>EXHIBIT C - INSURANCE REQUIREMENTS</b>
---

**1. LIMITATIONS ON LIABILITY**

By submitting a Proposal, the Consultant acknowledges and agrees that the services will be provided without any limitation on the Consultant's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Consultant's liability to any specified amount in the performance of the services. The Consultant shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Consultant is deemed to have accepted and agreed to provide the services without any limitation on the Consultant's liability that the Consultant does not take exception to in its response. Notwithstanding any exceptions by the Consultant, the County reserves the right to declare its prohibition on any limitation on the Consultant's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Consultant's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

**2. INDEMNIFICATION**

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the County relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the Consultant will indemnify and hold harmless the County, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

**3. INSURANCE**

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. The County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- C. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the work you will be notified by CTrax, the authorized Consultant of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDIdata at [PinellasSupport@jdidata.com](mailto:PinellasSupport@jdidata.com) by the Consultant or their agent prior to the expiration date.
- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant

<b>EXHIBIT C - INSURANCE REQUIREMENTS</b>
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from its insurer. Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Consultant of this requirement to provide notice.

- 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.

- D. If subcontracting is allowed under this RFP, the Primary Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any sub-consultants to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subconsultant; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.

All subcontracts between the Consultant and its subconsultants shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) Require each subconsultant to be bound to the Consultant to the same extent the Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subconsultant;
- 2) Provide for the assignment of the subcontracts from the Consultant to the County at the election of Owner upon termination of the Contract;
- 3) Provide that County will be an additional indemnified party of the subcontract;
- 4) Provide that the County will be an additional insured on all insurance policies required to be provided by the subconsultant except workers compensation and professional liability;
- 5) Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below;
- 6) Assign all warranties directly to the County;
- 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant shall make available to each proposed subconsultant, prior to the execution of the subcontract, copies of the Contract Documents to which the subconsultant will be bound by this Section C and identify to the subconsultant any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.

- E. Each insurance policy and/or certificate shall include the following terms and/or conditions:

- 1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
- 2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Consultant.
- 3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- 4) All policies shall be written on a primary, non-contributory basis.

<b>EXHIBIT C – INSURANCE REQUIREMENTS</b>
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F. The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

(3) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If "claims made" coverage is provided, "tail coverage" extending three (3) years beyond completion and acceptance of the project with proof of "tail coverage" to be submitted with the invoice for final payment. In lieu of "tail coverage", Proposer may submit annually to the County, for a three (3) year period, a current certificate of insurance providing "claims made" insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits	
Each Occurrence or Claim	\$ 5,000,000
General Aggregate	\$ 5,000,000

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

<b>EXHIBIT C – INSURANCE REQUIREMENTS</b>
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- (4) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:
- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
  - 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
  - 3) Cost of Cleanup/Remediation.

## Limits

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

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

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

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

## **EXHIBIT D - Contract Provisions ARPA**

### **CONTRACT PROVISIONS FOR CONTRACTS UNDER FEDERAL AWARDS**

**PROPOSAL NUMBER: 21-0003-NC(PLU)**

**PROPOSAL TITLE: JOE'S CREEK MODEL UPDATE - PROFESSIONAL ENGINEERING SERVICES**

This solicitation is either fully or partially funded with federal funds from the Coronavirus Local Fiscal Recovery Funds made available under the American Rescue Plan Act (ARPA). In addition to other terms and conditions required by Pinellas County and the applicable federal agency, all contracts awarded to the qualified bidder are subject to the following provisions, as applicable to the services provided.

**Equal Employment Opportunity:** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

If this contract meets the definition of a “federally assisted construction contract”, during the performance of this contract, the Contractor agrees as follows:

- (1) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor.

**Davis-Bacon Act** as amended (40 U.S.C. 3141-3148): When required by federal program legislation, for all prime construction contracts awarded in excess of \$2,000, Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. If the applicable grant award contains Davis-Bacon provisions, the County will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination [Appendix II to 2 CFR Part 200].

**Copeland Anti Kick Back Act:** If Davis-Bacon is applicable, CONTRACTOR shall also comply with all the requirements of 29 CFR Part 3 which are incorporated by reference to this contract. Contractors are prohibited from inducing by any means any person employed in the construction, completion or repair of public work to give up any part of the compensation to which he or she is otherwise entitled [Appendix II to 2 CFR Part 200].

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708):** Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each CONTRACTOR is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess

of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence [Appendix II to 2 CFR Part 200].

**Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387):** As amended—The CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) [Appendix II to 2 CFR Part 200].

**Debarment and Suspension (Executive Orders 12549 and 12689):** A contract award (see 2 CFR 180.220) will not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. If applicable, the CONTRACTOR must verify that none of their subcontractors (for contracts expected to equal or exceed \$25,000), appear on the federal government’s Excluded Parties List. The Excluded Parties List is accessible at <http://www.sam.gov> [Appendix II to 2 CFR Part 200].

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** CONTRACTORS that apply or bid for an award **exceeding \$100,000** must submit a completed “Disclosure of Lobbying Activities” [Form SF-LLL]. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with *non-federal funds* that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. [Appendix II to 2 CFR Part 200]. **The bidder shall complete Form SF-LLL and submit with bid. Bidders may be deemed nonresponsive for failure to submit this certification.**

**Conflict of Interest** [2 CFR §200.112]: The CONTRACTOR must disclose in writing any potential conflict of interest to the Federal awarding agency or COUNTY in accordance with applicable Federal awarding agency policy.

**Mandatory Disclosures** [2 CFR §200.113]: The CONTRACTOR must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in 2 CFR §200.339 - Remedies for

noncompliance, including suspension or debarment.

**Certifications and representations.** [2 CFR § 200.209]

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

**Protected Personally Identifiable Information (Protected PII)** [CFR §200.303(e)]:

The CONTRACTOR must take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency or COUNTY designates as sensitive or the County considers sensitive consistent with other applicable federal, state, and local laws regarding privacy and obligations of confidentiality. Per 2 CFR § 200.82, Protected PII means an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

**Prohibition on utilization of time and material type contracts** [2 CFR §200.318 (j)

(1)]: The COUNTY will not award contracts based on a time and material basis if the contract contains federal funding.

**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** [2 CFR § 200.321]:

If using subcontractors, the CONTRACTOR must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(6) Affirmative Action Requirements per 41 CFR 60-4.1 Goals for Women and Minorities in Construction (for contracts in excess of \$10,000): Goals and timetables for minority and female utilization may be set which shall be based on appropriate workforce, demographic or other relevant data and which shall cover construction projects or construction contracts performed in specific geographical areas. The goals, which shall be applicable to each construction trade in a covered Contractor's or subcontractor's entire workforce which is working in the area covered by the goals and timetables, shall be



published as notices in the Federal Register, and shall be inserted by the contracting officers and applicants, as applicable, in the Notice required by 41 CFR 60-4.2. Covered construction Contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed.

Information regarding certified M/WBE firms can be obtained from:

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

**Domestic preferences for procurements.** [2 CFR § 200.322]

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

(b) For purposes of this section:

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

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

**Procurement of Recovered Materials** [2 CFR §200.323]: CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Prohibition on utilization of cost plus a percentage of cost contracts** [2 CFR §200.324 (d)]: The COUNTY will not award contracts containing federal funding on a cost plus percentage of cost basis.

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

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

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

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

**Remedies for noncompliance.** [2 CFR § 200.339]

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

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