

**PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND
ENVIRONMENTAL SERVICES NON-CONTINUING SERVICES
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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND
ENVIRONMENTAL SERVICES FOR**

Anclote River Watershed Management Plan

THIS AGREEMENT, entered into on the 26TH day of APRIL, 2017, 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, Atkins North America, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY and the Southwest Florida Water Management District, herein referred to as the District, requires **PROFESSIONAL ENGINEERING, BIOLOGICAL, PLANNING AND ENVIRONMENTAL SERVICES** associated with support to develop a watershed management plan and perform all other professional services as may be required during the development of The PROJECT which involves the development of a comprehensive watershed management plan for the Anclote River watershed resulting in recommendations for water quality, flood control, and natural system improvement projects. The Anclote River watershed within Pinellas County has an area of 9,095 acres and is the largest river system in Pinellas County. The watershed is located in the northernmost portion of Pinellas County, Florida

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

For the purposes of this Agreement the term PROJECT shall include all areas of proposed watershed management plan, 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 management plan documents. The CONSULTANT shall provide the following professional services to prepare a watershed management plan of the PROJECT. The PROJECT design shall be based on the following data:

The PROJECT will be used as a tool in the planning, regulation, and management of the Watershed for future development and as a basis for determining and prioritizing capital improvements. These objectives will be met, in part, by conducting an analysis of the watershed in order to characterize the existing watershed conditions and recommend improvements for flood protection, natural systems, habitat, water quality, erosion control, public awareness and involvement, regulatory control, and capital improvements.

Exhibit A, Scope of Services is attached.

a) Required Deliverables

- All deliverables listed in the Tasks in the Scope of Services in Exhibit A
- A complete watershed management plan including model input and output data and associated geodatabases.

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review each task deliverable, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames. The CONSULTANT shall be responsible to adhere to the performance schedule in Exhibit A. The COUNTY may approve deviations from this performance schedule upon written justification from the CONSULTANT.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.
- G. The CONSULTANT agrees to provide the COUNTY 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 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 to this Agreement. 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 relating to the PROJECT, up to the date of the amendment and prior to the disbursement of any additional funds by the COUNTY.

2.4 GENERAL DESIGN CONDITIONS

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

2.4.2 All deliverables shall be delivered electronically in accordance with Pinellas County's requirement to utilize AutoCAD Civil 3D Pinellas County Kit Requirements (latest version) as well as providing reproducible hard copies of the reports. All reports and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 N/A

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed. The CONSULTANT will perform the required professional services in accordance with the "Federal Emergency Management Agency's Guidelines and Specifications for Flood Hazard Mapping Partners" (Available at <http://www.fema.gov/media-library/assets/documents/13948>); the nine elements listed in the United States Environmental Protection Agency (USEPA) 319(h) Guidance Manual (Available at <https://www.epa.gov/polluted-runoff-nonpoint-source-pollution/319-grant-current-guidance>); recommended project of sea level rise in the Tampa Bay Region (Available at http://www.tbpc.org/council_members/councilagendas/2015/101215/8c.pdf); DISTRICT standards (Available at <http://ftp.swfwmd.state.fl.us/pub/GWIS/>); and COUNTY standards (Available at <http://www.pinellascounty.org/plan/SurfaceWaterMgmt.htm>), as applicable. All deliverables will be in accordance with the template provided by the DISTRICT.

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

- 3.1 SEE EXHIBIT A – SCOPE OF SERVICES.
- 3.2 BIDDING PHASE - Not applicable
- 3.3 CONSTRUCTION PHASE – Not Applicable
- 3.4 PROVISIONS RELATED TO ALL PHASES
 - 3.4.1 Not Applicable
 - 3.4.2 The CONSULTANT will coordinate work designed by various disciplines.
 - 3.4.4 Not Applicable
 - 3.4.5 Not Applicable
 - 3.4.6 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of the watershed management plan for the PROJECT.
 - 3.4.7 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.
 - 3.4.8 Other CONSULTANT responsibilities shall be as listed below:
 - 3.4.9 Not Applicable
 - 3.4.10 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Engineer) registered in Florida. All reports shall be signed and sealed by the Professional CONSULTANT in responsible charge.
- 3.5 PERMIT APPLICATIONS AND APPROVALS - Not Applicable
- 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES – Not Applicable

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

- 4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:
 - A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, existing stormwater inventory, previous watershed management plans which the COUNTY may have in its possession.

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

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

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

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of 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.

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

5.4 Not Applicable

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

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

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

6.3 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.

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

The CONSULTANT may submit invoices for fees earned upon completion, and acceptance by the County, of individual tasks. Such invoicing shall be supported by a Progress Report showing the actual tasks performed and their relationship to the fee claimed for each 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 CONSULTANT shall provide copies of supporting receipts/invoices/billing documentation. A breakdown of man hours and billing rates shall be provided with each invoice. An hourly rate sheet is attached (Exhibit B).

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

All progress reports shall be mailed to the attention of the designated Project Manager, Public Works Department, Environmental Management, 22211 US Highway 19 North Bldg. 10, Clearwater, FL 33765.

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.1, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: **Eleven Thousand Five Hundred Sixteen and 00/100 Dollars (\$11,516.00) for the Task 2.1 – Project Development Phase of the PROJECT.**

A Lump Sum Fee of: **Three Hundred Thirteen Thousand Four Hundred Thirty and 00/100 Dollars (\$313,430) for the Task 2.2 - Watershed Evaluation Phase of the PROJECT.**

Sub-services of Watershed Evaluation:

- Watershed Evaluation- Assembly and Evaluations of Watershed Data: A lump sum fee of One Hundred Fourteen Thousand Nine Hundred Forty Eight and 00/100 Dollars (\$114,948.00)
- Watershed Evaluation- Hydrologic and Hydraulic Feature Database: A lump sum fee of One Hundred Fourteen Thousand Three Hundred and Ninety Six and 00/100 Dollars (\$114,396.00)
- Watershed Evaluation- Preliminary Model Features: A lump sum fee of Fifty Nine Thousand Two Hundred Sixty and 00/100 Dollars (\$59,260.00)
- Watershed Evaluation- Peer Review of Watershed Evaluation: A lump sum fee of Fifteen Thousand Two Hundred and 00/100 Dollars (\$15,200.00)
- Watershed Evaluation- Final Approved Watershed Evaluation Deliverables: A lump sum fee of Nine Thousand Six Hundred Twenty Six and 00/100 Dollars (\$9,626.00)

A Lump Sum Fee of: **Two Hundred Seventy Two Thousand Two Hundred Forty Six and 00/100 Dollars (\$272,246.00) for the Task 2.3 –WMP-Floodplain Analysis Phase of the PROJECT.**

Sub-services of WMP-Floodplain Analysis:

- WMP-Floodplain Analysis - Watershed Parameterization: A lump sum fee of Eighty Two Thousand Two Hundred Forty Eight and 00/100 Dollars (\$82,248.00)
- WMP-Floodplain Analysis - Final Approved Watershed Model Parameterization Deliverables: A lump sum fee of Nine Thousand Six Hundred Twenty Six and 00/100 Dollars (\$9,626.00)
- WMP-Floodplain Analysis - Preliminary Model Features: A lump sum fee of One Hundred Twenty One Thousand One Hundred Eighty Six and 00/100 Dollars (\$121,186.00)
- WMP-Floodplain Analysis - Peer Review of Watershed Model Development and Floodplain Delineation: A lump sum fee of Eleven Thousand Five Hundred Sixty and 00/100 Dollars (\$11,560.00)
- WMP-Floodplain Analysis - Approve Floodplain Analysis Deliverables for Preliminary Floodplain Open House: A lump sum fee of Nine Thousand Six Hundred Twenty Six and 00/100 Dollars (\$9,626.00)
- WMP-Floodplain Analysis - Preliminary Floodplain Open House and Response to Public Comments: A lump sum fee of Twenty Thousand Seventy Two and 00/100 Dollars (\$20,072.00)
- WMP-Floodplain Analysis - Final Approved Watershed Evaluation Deliverables: A lump sum fee of Seventeen Thousand Nine Hundred Twenty Eight and 00/100 Dollars (\$17,928.00)

A Lump Sum Fee of: **Two Hundred Eleven Thousand Five Hundred Sixty Eight and 00/100 Dollars (\$211,568.00) for the Task 2.4 – WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations Phase of the PROJECT.**

Sub-services WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations:

- WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations - FPLOS Determination: A lump sum fee of Thirty Four Thousand Two Hundred Eighty and 00/100 Dollars (\$34,280.00)
- WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations - Surface Water Resource Assessment (Water Quality): A lump sum fee of One Hundred Ten Thousand One Hundred Sixty and 00/100 Dollars (\$110,160.00)
- WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations - Best Management Practices (BMP) Alternatives Analysis and Recommendations (Drainage Improvements and Water Quality): A lump sum fee of Sixty Seven Thousand One Hundred Twenty Eight and 00/100 Dollars (\$67,128.00)

The above fees shall constitute the total not to exceed amount of **Eight Hundred Eight Thousand Seven Hundred Sixty and 00/100 (\$808,760.00)** 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 that area will be reimbursed in accordance with Section 112.061 F.S.

7.2 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed **Seventy-Five Thousand and 00/100 Dollars (\$75,000) for all assignments performed.**

7.3 Total agreement amount **Eight Hundred Eighty-Three Thousand Seven Hundred Sixty and 00/100 Dollars (\$883,760.00).**

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Public Works or designee.

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

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

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

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

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until three (3) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

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

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for thirty-six (36) consecutive calendar months from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

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

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

**SECTION 25
ENTIRE AGREEMENT**

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

**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: Atkins North America, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

By: [Signature]
Print Name: Charlotte Maddox
Title: Vice President Date: 3.20.17

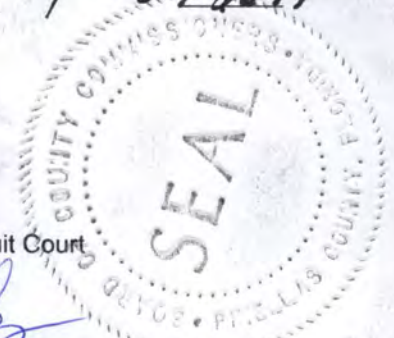
By: [Signature]
Name: _____ Date: 4.26.17
Chairman

ATTEST:

ATTEST:

By: [Signature]
Print Name: Jayanta Jayaram
Title: Assistant Secretary Date: 3/20/17

By: [Signature]
Deputy Clerk Date: 4.26.17



APPROVED AS TO FORM

By: [Signature]
Office of the County Attorney

Exhibit A

**TASK ORDER
SCOPE OF SERVICES**

**PROFESSIONAL SERVICES
Contract No.: 167-0002-NC (SS)**

**For
Anclote River Watershed Management Master Plan
County Project No. 003064**

Prepared for:

**Pinellas County
Department of Public Works
22211 US Hwy 19 N Bldg 10
Clearwater, FL 33765**

Prepared by:

**Atkins
4030 West Boy Scout Blvd, Suite 700
Tampa, FL 33607**

March 2017

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Scope of Services

PROJECT TITLE

Anclote River Watershed Management Master Plan (Project # 003064A)

OBJECTIVE

The Anclote River Watershed Management Master Plan (WMP) provides an evaluation of the watershed to identify problems requiring management of resources and recommend solutions affecting water quantity and natural resources. The WMP will include the initial data collection of design and water quality data; the evaluation of the 25-year and 100-year existing conditions design storm event flood elevations; the use of an appropriate hydraulic/hydrologic model that is accepted by the National Flood Insurance Program (NFIP), Pinellas County (COUNTY) and the Southwest Florida Water Management District (DISTRICT); and the development of a management plan that provides recommendations for non-structural and site-specific structural improvements. Interconnected Pond Routing version four (ICPRv4) is the preferred surface water modeling software package and will be used for this project unless the County otherwise directs the use of ICPRv3.2. A switch to ICPRv3.2 may be initiated by the COUNTY at any point before Task 2.2.3.3 (Model Parameterization) begins. A pollutant loading model will be developed to estimate pollutant loads generated by subbasins; and relative pollutant loads delivered from the watershed to St. Joseph Sound. The model will also estimate pollutant load reductions that may result through implementation of the recommended alternatives.

The WMP will include, as feasible, the conceptual design for recommended structural alternatives that will be necessary to determine permitting and construction feasibility, and cost effectiveness at the planning level. This plan does not include preparing plans or information for permit applications or FEMA submittals. The WMP will also address the Florida Department of Environmental Protection's (FDEP) Total Maximum Daily Load (TMDL) program.

1.1 Limits of Work

- 1.1.1** The WMP shall encompass all areas for the improvements described herein and shall extend to those boundaries delineated as the Pinellas County portion of the Anclote River watershed, a total area of approximately 9,095 acres. A detailed project area will be determined upon project initiation.

- 1.1.2 Proposed improvements, when feasible and practical, should be contained within the limits of existing publicly owned lands, rights-of-way, or easements. Regional improvements on privately held land that could further the objectives of the WMP may also be considered.

1.2 Key Personnel

- 1.2.1 The COUNTY and the DISTRICT reserve the right to approve/disapprove for whatsoever reason all personnel assigned to this project by the CONSULTANT. The individual(s) named in the proposal response and/or such other individuals who are to be assigned to work under this contract are necessary for the successful performance of this contract. The CONSULTANT agrees that whenever for any reason, one or more of the individuals named in the proposal are unavailable for performance under this contract; the CONSULTANT shall replace such individual(s) with an individual(s) of substantially equal abilities, qualifications, and demonstrated applicable experience, subject to approval by the COUNTY and the DISTRICT.
- 1.2.2 The CONSULTANT shall submit to the COUNTY a resume giving the full name, title, qualifications, and experience, for all successors and/or new persons prior to assignment of such personnel to perform work under this contract. Should the COUNTY or DISTRICT decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY or DISTRICT determines they are not qualified to perform the work assigned, the COUNTY will advise the CONSULTANT accordingly. The CONSULTANT shall then submit name(s) and qualifications of an individual(s) to the COUNTY until a determination is made by the COUNTY or DISTRICT that the replacement individual(s) has substantially equal abilities, qualifications, and demonstrated applicable experience of the individual(s) named herein.
- 1.2.3 The designated Project Manager shall serve as the project representative for the CONSULTANT. The CONSULTANT will submit correspondence to the COUNTY and the DISTRICT, who will in turn copy project correspondence to all members of the TEAM as appropriate.

BACKGROUND

The Anclote River watershed within Pinellas County has an area of 9,095 acres and is the largest river system in Pinellas County. In recent years, the watershed and its associated natural resources have begun to exhibit signs of ecological stress. The watershed is now listed on the State's verified impaired waters list for dissolved oxygen and nutrients. Dominant land use categories in the Anclote River watershed include residential, commercial and recreational open space. The main channel of the Anclote River flows from east to west, ultimately discharging into St. Joseph Sound. The primary tributaries to the Anclote River have existing poor water quality and are known to contribute significant sediment loadings to St. Joseph Sound.

PROJECT DESCRIPTION

The PROJECT involves the development of a comprehensive watershed management plan for the watershed that results in recommendations for water quality, flood control, and natural system improvement projects. Further, the WMP shall consider sea level rise, where appropriate, as part of the County's resiliency planning efforts. SWFWMD and Pasco County are currently working on an update to the WMP for the part of the Anclote River located in Pasco County.

Performing elements of the watershed management program in cooperation with local governments is one of the Comprehensive Watershed Management (CWM) initiatives implemented by the DISTRICT. CWM teams for each of the major watersheds of the DISTRICT were assembled to address issues regarding the DISTRICT'S four areas of responsibility: Flood Protection, Water Quality, Water Supply, and Natural Systems. Out of this team effort, the DISTRICT recommended strategies and goals to address issues associated with these areas of responsibility. A recurrent theme of the CWM teams is the need for a watershed decision support system by which current and projected watershed conditions could be evaluated.

The WMP addresses this need. The WMP includes five major elements: 1) Digital Topographic Information, 2) Watershed Evaluation, 3) Watershed Management Plan, 4) Identification of Best Management Practices (BMPs), and 5) Watershed Management Plan Database Maintenance and Watershed Model Updates. Implementing elements of the watershed management program with local governments is one of the CWM initiative strategies. The watershed management program provides a method of evaluating the capacity of a watershed to protect, enhance, and restore water quality and natural systems, while achieving flood protection, and of measuring the effectiveness of the strategies and goals of the CWM initiative to reach the desired watershed condition through data analysis, modeling, projection, evaluation.

PROJECT SCOPE OF WORK

2.1 Project Development

2.1.1 Data Collection and Initial Evaluation

This task includes coordination and research for the CONSULTANT to become familiar with the watershed, project goals, background, data available, scope of work, and the COUNTY/ DISTRICT study process and Guidance documents. The COUNTY/DISTRICT will provide or direct the CONSULTANT to obtain the following relevant information:

- Topographic Information (DEM created from 2016 LIDAR)
- Aerial Imagery
- Landuse and Soils Maps
- The DISTRICT Planning Units
- USGS National Hydrography Dataset (NHD)
- ERP Polygons
- Historical Water Levels
- USGS Gage Locations
- COUNTY/DISTRICT Data Collection Site Locations and Data
- Stormwater Inventory, if any
- Site-Specific Information, if any
- Existing Studies and Models, if any
- Adjacent Watershed Studies, if any
- Data Collection (based on built conditions shown on 2016 Aerials)

2.1.2 Draft Project Plan

The CONSULTANT will document the approach to execute tasks and identify outstanding project related issues; establish a communication protocol with members of the project team, the COUNTY, the DISTRICT, and other project stakeholders; and establish a project specific Quality Assurance/Quality Control (QA/QC) plan. This is the initial effort; however, this document shall be revisited periodically to assess the actual progress, evaluate staff allocations, and update the project budget spreadsheet.

2.1.3 Kick-off Meeting

Upon the acceptance by the COUNTY of the draft Project Plan, the kick-off meeting will be conducted to discuss the draft Project Plan accomplished in Task 2.1.2. Details may be added for anticipated work effort and issues of importance.

2.1.4 Final Project Plan

The CONSULTANT shall finalize the Project Plan developed in Task 2.1.2 to include additional information from Task 2.1.3 and submit to the COUNTY for approval.

Deliverables:

- Draft Project Plan
- Final Project Plan
- Kick-off Meeting Minutes

2.2 Watershed Evaluation

2.2.1 Assembly and Evaluations of Watershed Data

2.2.1.1 Drainage Pattern and Watershed Boundary

The CONSULTANT shall examine drainage patterns and define the preliminary watershed boundary based on, but not limited to, the following:

- The DISTRICT Planning Units
- 2016 Topographic Information
- USGS National Hydrography Dataset (NHD)
- 2016 Aerial Imagery
- Stormwater Inventory, if any
- ERPs and Roadway Plans
- Existing Studies and Models, if any
- Adjacent Watershed Studies, if any

2.2.1.2 Areas of Development

The CONSULTANT shall identify ERPs and roadway plans to be incorporated into the watershed model based on, but not limited to, the following:

- Data Collection Cut-off Date (built conditions shown on the 2016 aerials)
- 2016 Aerial Imagery
- 2016 Topographic Information
- The DISTRICT Guidance Documents
- Public Interest

Plan/permit data will be reviewed and incorporated as appropriate to accurately model conditions to establish new floodplain elevations. It is assumed that the DISTRICT will provide digital copies of the selected ERPs.

2.2.1.3 Initial GIS Processing

The CONSULTANT shall perform initial GIS processing to develop the following:

- Catchment
- Surface Connectivity (Delineation inventory linework)

The CONSULTANT will place junctions appropriately to determine the effects of storage routing on hydrologically determined flow rates. As a goal, the CONSULTANT will place junctions in stormwater management and storage areas, ponds or lakes, natural lakes, wetlands and depressions that are larger than 10,000 square feet. Data will be based on the permit data, roadway plans, inventory and other documents obtained in Tasks 2.2.1.1 and 2.2.1.2.

It is anticipated a meeting, if appropriate, will be conducted between the COUNTY, the CONSULTANT, and the Cooperator if needed, to discuss preliminary results, alternative threshold criteria, potential to expand the task scope and task budget, and other issues.

2.2.1.4 Topographic Voids

The CONSULTANT shall identify and document the topographic voids based on, but not limited to, the following:

- Data Collection Cut-off Date (built conditions shown on the 2016 aerials)
- 2016 Aerial Imagery
- ERPs and Roadway Plans
- Site-Specific Information, if any
- Existing Studies and Models, if any

The CONSULTANT shall propose the methodology to eliminate topographic voids, such as: refinement of topographic information based on ERPs or roadway plans, limited acquisition of new LiDAR data, or no action needs be taken but adjustment will be given to model parameterization and floodplain delineation. The proposed methodology shall be included in Task 2.2.1.9.

2.2.1.5 Hydrologic Characteristics and Percolation

The CONSULTANT shall examine hydrologic characteristics of the watershed. When applicable, the CONSULTANT shall identify locations where percolation or groundwater simulation is necessary to accurately represent flood stages. Data will be based on, but not limited to, the following:

- Soil Map
- Potentiometric Surface Map
- ERP and Roadway Plans
- Site-Specific Information, if any

It is anticipated that percolation/groundwater data will be available from ERP files or site-specific investigation. The CONSULTANT shall review existing data and develop a watershed specific approach to conduct additional geotechnical investigation, if any. Note, collection of additional geotechnical data recommended as part of Task 2.2.1.5 is not included as part of this scope of work.

2.2.1.6 Historical Water Levels

The CONSULTANT shall assemble information on historic water levels, surveys, photos or videos of flooding, and any other available information including, but not limited to, the following:

- Seasonal High Water Level (SHWL)
- Lake levels
- High water levels
- Flood photos
- Flooding complaints

The CONSULTANT shall identify locations where additional historic water levels information is desired but unavailable based on the data listed above. Note, collection of this additional data is not included as part of this scope of work.

2.2.1.7 Data Acquisition Plan

Upon evaluation of available watershed data and initial GIS processing the CONSULTANT shall develop an approach of data acquisition. This watershed specific approach shall identify locations where collection will occur and what the method of collection will be. The proposed approach shall be included in Task 2.2.1.9. This task may include the identification of a survey of up to 200 hydraulic structures/channels that are reasonable to access.

2.2.1.8 Pre-field Reconnaissance Evaluation

HydroJunctions shall be placed where field work is required to parameterize a hydraulic feature and will be developed for use in the field data acquisition, GWIS and for eventual documentation of the acquisition process. A preliminary HydroNetwork with HydroJunction and HydroEdge feature classes will be further developed upon completion of field data acquisition.

The CONSULTANT shall also document level of accuracy for acquisition of additional spatial information. It is anticipated that vertical referencing to LiDAR derived data points on hard surfaces will be acceptable. Field survey may also be performed for hydraulic structures, cross-sections, and other topographic information. Field survey may be accomplished with a combination of GPS and traditional survey techniques when sufficient information is not attainable from data sources (i.e. LiDAR, As-Built drawings, etc.). GPS surveying may involve Real-Time Kinematic (RTK) units or Differential GPS (DGPS) depending on the circumstances. The appropriate level of accuracy for the information to be gathered will be determined by the CONSULTANT in close consultation with the COUNTY and must be approved by the COUNTY prior to field data acquisition.

2.2.1.9 Task Memorandum

The CONSULTANT shall document the efforts involved in Tasks 2.2.1.1 through 2.2.1.8. The document shall include, but not limited to, the following:

- Watershed Boundary and Surroundings
- Major Conveyance Systems and Drainage Pattern
- List of ERP & Roadway Plans to Incorporate
- Initial GIS Processing

- Topographic Voids Locations
- Methodology to Eliminate Topographic Voids, if any
- Landuse Distribution by Cut-off Date (built conditions shown on the 2016 aerials)
- Hydrologic Soil Group Distribution
- Historical Water Levels
- Potential Data Issues, if any

2.2.1.10 Project Management and Quality Assurance/Control

The CONSULTANT will attend meeting(s) to discuss the data assembly and evaluation; get input from the COUNTY/DISTRICT on additional data they may be able to provide; and any additional data collection that may be required. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Task Memorandum
- Project Specific QA/QC Document
- Responses to Comments Geodatabase
- Digital Elevation Model (DEM)
- GWIS Geodatabase

2.2.2 Hydrologic and Hydraulic Feature Database

2.2.2.1 Acquisition of Data

The CONSULTANT shall perform data acquisition based on the approach developed in Task 2.2.1.7 for, but not limited to, the following:

- Field Reconnaissance and Survey
 - Drainage Feature
 - Topographic Information

This task also includes a maintenance evaluation for those non-permitted structures that are reasonable to access.

2.2.2.2 HydroNetwork Development

The CONSULTANT shall develop the HydroNetwork with information collected from Task 2.2.2.1, including:

- HydroJunctions and HydroEdges
- Hydraulic Element Points (HEPs)

2.2.2.3 Topographic Information Refinement

When identified in the methodology of elimination of topographic voids in Task 2.2.1.4, the CONSULTANT shall refine the topographic information with ERP and roadway plans (e.g., computer aided drafting files) or field data acquisition (e.g., site-specific survey). For the Anclote River Watershed, topographic refinement will be performed in the form of pond polygons in place of full topographic refinement updates.

Note: This task and associated budget assumes minimal topographic information refinement will be required, as the DEM is based on the new 2016 LiDAR data.

2.2.2.4 Hydrologic Feature Database

The CONSULTANT shall review and update, if necessary, the latest landuse map based on, but not limited to, the following:

- Data Collection Cut-off Date (built conditions shown on the 2016 aerials)
- 2016 Aerial Imagery
- ERPs and Roadway plans
- Site-Specific Information, if any

The CONSULTANT shall develop a generic lookup table for the watershed to include landuse parameters

Deliverables:

- Response to Comments Geodatabase
- Refined Topographic Information
- Updated GWIS Geodatabase
- TSDN
- Project Specific QA/QC Document

2.2.3 Preliminary Model Features

2.2.3.1 Additional GIS Processing

When deemed necessary by the COUNTY, the CONSULTANT shall perform additional GIS processing to update the following:

- Catchment
- Surface Connectivity (delineation inventory)

2.2.3.2 Preliminary Model Schematic

The CONSULTANT shall refine the GIS processed catchments and connectivity in conjunction with ERP and roadway plans and HydroNetwork developed in Task 2.2.2.2. The CONSULTANT shall identify the data source of each hydraulic feature to be included in the watershed model.

The CONSULTANT shall also coordinate with adjacent watershed(s) when necessary.

2.2.3.3 Model Parameterization Approach

A final determination of the version of the ICPR modeling software shall be made prior to beginning this task.

The CONSULTANT shall develop and document the approach to parameterize model features developed in Task 2.2.3.2. The proposed approach shall be included in Task 2.2.3.4. The model parameters shall include, but not limited to, the following (note parameters may differ slightly depending on the version of ICPR selected):

Subbasin Stage-Storage: The CONSULTANT will develop stage-storage relationships for each subbasin, as appropriate. This process will be conducted using a GIS tool. Channel storage exclusion polygons will be used to exclude storage that will be modeled within a channel.

Doppler Storm Runoff Generation: The CONSULTANT will use Doppler radar rainfall information to develop rainfall coverage for calibration and verification events. Calibration and verification events shall have a discharge duration of at least ten (10) hours and a depth meeting or exceeding the depth of a mean annual storm event. It is anticipated that the rainfall data will be available directly from the DISTRICT in fifteen (15) minute incremental rainfall amounts over 2-kilometer-square grids.

Starting Water Levels: The CONSULTANT will establish initial stages for 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. The CONSULTANT will discuss proposed methods with the COUNTY project manager and DISTRICT project manager before selecting starting water elevations. The COUNTY and DISTRICT will have final approval of methods.

The CONSULTANT will plot the area inundated by the initial conditions.

Directly Connected Impervious Area (DCIA) and Unconnected Impervious Area (UCIA): The CONSULTANT will discuss the methodology for assigning DCIA and UCIA with the COUNTY project manager and the DISTRICT project manager before it is used. The COUNTY and DISTRICT will have final approval of methods. This task will not include developing a spatial DCIA/UCIA feature.

Main Channel Parameterization: The CONSULTANT will discuss the model-set up and parameterization for the main channel region of the Anclote River. The CONSULTANT will discuss proposed methods with the COUNTY project manager and DISTRICT project manager before establishing main channel model set-up.

Hydrology: The CONSULTANT will develop an event-based surface water model for this project using the computer program selected prior to the start of Task 2.2.1.5. This program will either be Version 3.2 or Version 4 of the Interconnected Pond Routing (ICPR) modeling software. The most recent service pack at the time of the model development will be used. The hydrology will be based on the NRCS Curve Number (CN) method with DCIA parameters, if applicable, unless a more rigorous infiltration method, such as Green-Ampt, is needed to accurately represent runoff from the watershed's well-drained soils.

The CONSULTANT will use the methodology for estimating times of concentration that is referenced in the Natural Resources Conservation Service Technical Release 55 (NRCS TR-55).

Cross-Sections for Weirs: The CONSULTANT will generate cross-sections to represent weirs for the surface water model. It is anticipated that all cross-sections will either be derived from the terrain or based on surveys, as-built drawings, or construction plan information. The process of deriving the cross-section information from the terrain in x,y,z format will be automated using ArchHydro or alternative GIS tool. Some manipulation of the data may be necessary for input into the surface water model. The irregular weirs and weir cross-section tables in the GWIS geodatabase will be completed with additional inputs from surveyed information.

2.2.3.4 Watershed Evaluation Report

The CONSULTANT shall document the efforts involved in the Watershed Evaluation. This report can be an expansion of the memorandum developed in Task 2.2.1.9 with documentation of its subsequent tasks up to this point.

A meeting will be held to discuss the results of the watershed evaluation and begin preparation for the start of the Peer Review process.

2.2.3.5 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the results of the Watershed Evaluation and begin preparation for the start of the Peer Review process. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Watershed Evaluation Report
- TSDN
- Project Specific QA/QC Document
- Refined Topographic Information
- GWIS Geodatabase

2.2.4 Peer Review of Watershed Evaluation and Model Parameterization Approach

2.2.4.1 Peer Review Kick-off Meeting and Presentation

The CONSULTANT will conduct a PowerPoint presentation to the peer review consultant, the COUNTY, the Cooperator, and other interested parties, by summarizing the work accomplished in the Watershed Evaluation with emphasis on approach, effort, and product. The full deliverables shall be transmitted to the peer review consultant at this meeting.

2.2.4.2 Meeting to Present Peer Review Comments

A meeting will be held for the peer review consultant to present draft review comments to the CONSULTANT, the COUNTY, and the Cooperator if needed. The meeting will be in remote format, unless otherwise specified. Peer review deliverables shall be transmitted to the CONSULTANT prior to this meeting.

2.2.4.3 Meeting to Discuss Approach of Responding to Peer Review Comments

A meeting will be held for the CONSULTANT to present the approach to respond to peer review comments. The meeting will be in remote format, unless otherwise specified.

2.2.5 Final Approved Watershed Evaluation Deliverables

2.2.5.1 Revised Deliverables

Within sixty (60) days of receiving COUNTY/DISTRICT review comments (Task 2.2.3.6), CONSULTANT shall address and re-submit watershed evaluation deliverables to the COUNTY/DISTRICT.

2.2.5.2 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the updates made to the Watershed Evaluation. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Response to Comment Geodatabase
- Revised Watershed Evaluation
- Project Specific QA/QC Document

2.3 WMP – Floodplain Analysis

2.3.1 Watershed Parameterization

2.3.1.1 Acquisition of Additional Model Parameters

Additional information needed to fill the watershed parameter gaps, if any, shall be acquired. These parameter gaps may include, but not limited to, the following:

- Drainage Feature
- Topographic Information

When percolation or groundwater information is desired but missing from existing data, the COUNTY and/or DISTRICT will coordinate to obtain further geotechnical investigation for use in this project. Note collection of this additional geotechnical data is not included in this scope of services.

2.3.1.2 Development of Model Specific Geodatabase

The CONSULTANT shall develop watershed model parameters per the approach defined in Task 2.2.3.3 of Watershed Evaluation. The CONSULTANT may use a revised approach for certain parameters at the COUNTY's request. The revised approach shall be documented in a revised version of the Watershed Evaluation report. The CONSULTANT shall store the parameterization information within a GWIS geodatabase in a format that can be imported into the model framework.

2.3.1.3 Model Setup, Debug, and Stabilization

The CONSULTANT shall transfer model parameters from GWIS geodatabase into the model framework, set up, and debug the model. The following preliminary simulations shall be performed:

- 100-year/1-day Design Storm
- No Rainfall

The CONSULTANT shall also develop the level pool plots for the following:

- Initial Conditions
- 100-year/1-day Floodplain

2.3.1.4 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the results of the Watershed Parameterization and prepare for the upcoming Peer Review. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Updated Watershed Evaluation Report
- Model Input/Output Files
- Project Specific QA/QC Document
- GWIS Geodatabase
- TSDN

2.3.2 Final Approved Watershed Model Parameterization Deliverables

2.3.2.1 Revised Deliverables

Within sixty (60) days of receiving the COUNTY review comments (Task 2.3.1.5), the CONSULTANT shall address and re-submit watershed model parameterization deliverables to the COUNTY.

2.3.2.2 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the updates made to the Watershed Evaluation. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Revised Watershed Model Parameterization Deliverables
- Response to Comments Geodatabase
- Project Specific QA/QC Document

2.3.3 Watershed Model Development and Floodplain Delineation

2.3.3.1 Model Calibration and Verification

The CONSULTANT will calibrate the ICPR model to one (1) of the rainfall events developed in Task 2.2.3.3. If necessary the CONSULTANT will adjust model parameters and rerun the model to verify results. The CONSULTANT will verify the calibration using a second rainfall event.

Model calibration and verification shall consider rainfall spatial distribution. Calibration and verification rainfall will be based on the DISTRICT's Doppler Radar-derived rainfall data at a 2-kilometer grid size.

2.3.3.2 Model Validation

The model simulation results will be assessed for accuracy and reasonableness with historic water levels, if any, corresponding to one of the existing, suitable simulations. The existing, suitable simulations include the calibration event, verification event, or design storm event with similar depth and duration.

2.3.3.3 Design Storm Simulations

The CONSULTANT shall simulate the following design storms:

- 2.33-year, 10-year, 25-year, 50-year and 100-year, 1-day events using the Florida Modified Type II 24-hour distribution
- 100-year, 5-day event using the DISTRICT's 120-hour distribution. This task includes work to run adjacent watershed models to obtain appropriate boundary conditions for this 5-day storm event.

2.3.3.4 Multi-Day Event Simulations and Rainfall Justification to Project Floodplain

As directed by the COUNTY, the CONSULTANT shall simulate the following additional multi-day events:

- 100-year/3-day, 100-year/7-day, and 100-year/10-day events using FDOT rainfall distribution. This task includes work to run adjacent watershed models to obtain appropriate boundary conditions for multi-day storm events.

To delineate the 100-year floodplain, a rainfall event of duration longer than 1-day may be used if compelling evidence presents, such as historic water levels developed in Task 2.2.1.6 of Watershed Evaluation and existing studies.

2.3.3.5 Floodplain Delineation

The CONSULTANT shall delineate the floodplain based on digital topographic information and model predicted peak stages of the 50-year and 100-year storm events. The final product of this task shall be floodplain mapping that meets FEMA standards for updating the existing DFIRMs. Approach of mapping transition zones shall be documented in Task 2.3.4.6 – Floodplain Justification Report. Transition zones will be mapped for the 100-year storm as part of the final floodplain deliverables (Task 2.3.8.1), after draft submittal has been reviewed by COUNTY and comments addressed.

2.3.3.6 Floodplain Justification Report

The CONSULTANT shall document the efforts involved in Tasks 2.3.4.1 through 2.3.4.5 and also merge with Watershed Evaluation report to develop this Floodplain Justification Report.

2.3.3.7 Sea-level Rise (SLR) Scenarios

CONSULTANT shall model scenarios for SLR of the following projections: six (6) inches, one (1) foot, two (2) feet, four (4) feet, and seven (7) feet. Evaluate the 100-year and 25-year 24-hour rainfall in these scenarios for both the near-term and far-term projections. Associated draft, level-pool floodplains will be developed. SLR scenarios will be evaluated using the existing conditions model with updated boundary conditions and rainfall depths.

2.3.3.8 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the watershed model development, floodplain delineation and prepare for the upcoming Peer Review. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Floodplain Justification Report
- 100-Year Flood Depth Grid
- Model Input/Output Files
- Project Specific QA/QC Document
- Updated GWIS Geodatabase

2.3.4 Peer Review of Watershed Model Development and Floodplain Delineation

2.3.4.1 Peer Review Meeting and Presentation

A remote meeting, unless otherwise specified, will be conducted for the CONSULTANT to conduct a PowerPoint presentation (which is a continuation of the presentation from the previous one, i.e., Task 2.3.2.1) to the peer review consultant, the COUNTY, the Cooperator, and other interested parties, by summarizing the work accomplished in Watershed Model Development and Floodplain Delineation with emphasis on approach, effort, and product. The full deliverables shall be transmitted to the peer review consultant at this meeting.

2.3.4.2 Meeting to Present Peer Review Comments

A meeting will be held for the peer review consultant to present draft review comments to the CONSULTANT, the COUNTY, and the Cooperator if needed. The meeting will be in remote format, unless otherwise specified. Peer review deliverables shall be transmitted to the CONSULTANT prior to this meeting.

2.3.4.3 Meeting to Discuss Approach of Responding to Peer Review Comments

A meeting will be held for the CONSULTANT to present the approach to respond to peer review comments. The meeting will be in remote format, unless otherwise specified.

2.3.5 Approved Floodplain Analysis Deliverables for Preliminary Floodplain Open House

2.3.5.1 Revised Deliverables

Within sixty (60) days of the meeting to present peer review comments (Task 2.3.5.2), the CONSULTANT shall address peer review comments, as well as COUNTY review comments (Task 2.3.4.8), and re-submit watershed model development and floodplain delineation deliverables to the COUNTY/DISTRICT.

2.3.5.2 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the updates made to the model development and floodplain delineation. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Responses to Comments Geodatabase
- Revised Deliverables
- Project Specific QA/QC Document

2.3.6 Preliminary Floodplain Open House and Response to Public Comments

2.3.6.1 Preliminary Floodplain Open House

The CONSULTANT will assist the COUNTY with conducting one floodplain open house. Assistance consists of providing up to four (4) professionals, based on the number of impacted parcels and anticipated attendance of the public meeting. The CONSULTANT will assist citizens by responding to questions at the meeting; and operating laptop computers that can display recent aerials, existing flood hazard zones, base map information, parcels, and the preliminary floodplains.

2.3.6.2 Response to Public Comments

Public comment period closes forth-five (45) days after the open house, unless otherwise specified. At the time of the public comment period closure, the COUNTY will provide public comments collected to the CONSULTANT. The public comments will be included in a comments geodatabase. The CONSULTANT shall review and respond to public comments and update Task 2.3.6 deliverables as necessary. Response to public comments will not include providing copies of floodplain maps.

Deliverables:

- Attendance at Public Open House
- Response to Public Comments

2.3.7 Final Approved Floodplain Analysis Deliverables

2.3.7.1 Revised Deliverables

Within thirty (30) days after the public comments on draft deliverables are transmitted to the CONSULTANT, the CONSULTANT shall respond to comments and re-submit the full floodplain analysis deliverables to the COUNTY in final format, including floodplain transition zones.

2.3.7.2 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the updates made to the model development and floodplain delineation. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Sign & Sealed Floodplain Justification Report
- PowerPoint Presentation
- Revised Deliverables
- Project Specific QA/QC Document

2.4 WMP – FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations

2.4.1 FPLOS Determination

2.4.1.1 FPLOS Methodology Meeting

A meeting will be conducted between the COUNTY, the CONSULTANT, and the Cooperator if needed, to discuss the FPLOS methodology and criteria to be used for this project. It is anticipated that the level-of-service criteria in the COUNTY's Comp Plan will be the basis for the FPLOS determination.

2.4.1.2 FPLOS Determination

The CONSULTANT will determine the floodplain level-of-service (FPLOS) throughout the watershed. FPLOS determinations will be based on the methodology and criterion agreed up during Task 2.4.1.1. The CONSULTANT will create a GWIS feature class documenting the results of the FPLOS analysis. The FPLOS documentation will also include an estimate of the number of habitable structures within floodplain areas by reviewing aerial photography.

2.4.1.3 FPLOS Analysis Report

The CONSULTANT shall document the efforts involved in Tasks 2.4.1.1 through 2.4.1.2 to develop this FPLOS Analysis Report.

2.4.1.4 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the findings of the FPLOS Analysis and select locations to examine during the best management practices task. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- FPLOS Analysis Report
- Flood Depth Grids for LOS Design Storms
- Model Input/Output Files FPLOS
- Geodatabase
- Responses to Comments Geodatabase
- Project Specific QA/QC Document

2.4.2 Surface Water Resource Assessment (Water Quality)

2.4.2.1 Surface Water Resource Assessment Approach

The CONSULTANT will develop an approach to the surface water resource assessment that is specific to the watershed and submit this approach to the COUNTY for approval before beginning the surface water resource assessment analysis task. The CONSULTANT will discuss the recommended approach with the COUNTY project manager to gain consensus on analytical procedures and the development of testable hypotheses related to factor(s) that may affect water quality within the Anclote River and downstream receiving waters. Several waterbody identification (WBIDs) numbers within the Anclote River watershed have been determined to be impaired due to water quality standard exceedances, and the CONSULTANT will identify and review any existing documents dealing with either the impairment assessment or TMDL development and recommend appropriate actions with regard to either the impairment assessment or TMDL. The information compiled will be examined in order to develop recommendations to reduce pollutant loadings (if appropriate) to address relevant impairments and to aid in the implementation of any draft or final TMDLs. These recommendations will be the basis for the development of water quality BMPs to be included in the BMPs Alternatives Analysis. A technical memorandum will be produced, outlining the data compilation and analysis techniques used, the results of the analysis performed, the interpretation of results, and any proposed further actions.

2.4.2.2 Water Quality Assessment

The CONSULTANT will assess water quality data to identify trends, potential impairment risks, and to document any noteworthy water quality, hydrology, or structural issues that may be impacting the water quality. Data sets examined will include the IWR data set used by FDEP, as well as additional data sets – as available – from the County and/or other publically available water quality monitoring efforts. This task may also include a field review of sampling station locations and the physical characteristics of these stations, including the appropriateness of sample sites for characterization of surface water quality. The Anclote River watershed characteristics will also be assessed relative to any known anthropogenic or environmental factors, and physical features within the watershed which may be impacting water quality conditions or sampling results, particularly for the impairment parameters such as land use types, point and non-point discharges, extent

of existing stormwater runoff treatment, and base flow. The assessment will include a comparison against criteria, as well as a discussion of the appropriateness of the criteria including discussion of the recent tidal creeks study and recommendations. The assessment will be used along with the Pollutant Loading Model to guide in the development of water quality BMPs. A technical memorandum will be produced, outlining the data compilation and analysis techniques used, the results of the analyses performed, the interpretation of results, and implications of findings in terms of water quality impairments and any potential BMPs to address valid impairments.

2.4.2.3 Pollutant Loading Estimates

The CONSULTANT will develop pollutant loading estimates for total nitrogen (TN), total phosphorous (TP), biological oxygen demand (BOD), and total suspended solids (TSS) using a spreadsheet, GIS, or similar model. Pollutant loading will take into account the presence and efficiency of BMPs in the watershed. Gross and net pollutant loads will be reported and mapped by subbasin. The Pollutant Loading Model will be used along with the Water Quality Assessment to guide in the development of water quality BMPs.

2.4.2.4 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the findings of the SWRA task and potential projects to evaluate during the BMP analysis. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Meeting to discuss the SWRA approach
- SWRA Water Quality Approach Technical Memorandum
- SWRA Water Quality Assessment Technical Memorandum
- SWRA Pollutant Loading Technical Memorandum
- Geodatabase/Water Quality Assessment Data
- Pollutant Loading Model/GIS files
- Project Specific QA/QC Document

2.4.3 Best Management Practices (BMP) Alternatives Analysis and Recommendations (Drainage Improvements and Water Quality)

2.4.3.1 BMP Analysis, Recommendations and Rankings

The CONSULTANT will conduct a BMP alternatives analysis for up to ten (10) structural BMPs and two (2) non-structural BMPs in the watershed. An alternative BMP Analysis report will be developed. The CONSULTANT will model the selected BMPs using ICPR, if appropriate, and will estimate the pollutant load reductions for the BMPs. A comparison of the estimated pollutant load reductions to any TMDL required load reductions for the watershed will be made. If estimated pollutant load reductions from the selected BMPs do not meet the TMDL required reductions, then general recommendations for future actions to meet the TMDL will be included in the report. The gross cost to meet the load deficit to meet TMDLs will be estimated using a single estimated dollars-per-pound removed per TMDL constituent. The CONSULTANT will rank the alternatives based on a combination of cost and benefit of the project. The ranking may also include an analysis of the proposed project for one of the SLR/Rainfall Depth scenarios in Task 2.3.4.7. The CONSULTANT will not provide construction plans or apply for conceptual ERP permits for the proposed BMPs. A draft alternative analysis and recommendations report will be prepared to summarize the findings of the BMP Analysis. Upon review and comment by the COUNTY, a final report will be issued.

2.4.3.2 Project Management and Quality Assurance/Control

The CONSULTANT will attend a meeting to discuss the findings of the BMP analysis. The CONSULTANT will conduct quality assurance and quality control. Quality control reviews will be documented in the comments geodatabase and in the QA/QC document, as appropriate.

Deliverables:

- Draft Alternative Analysis and Recommendations Report
- Final Alternative Analysis and Recommendations Report
- Ranking of BMP Recommendations
- Flood Depth Grids for Proposed Conditions
- Model Input/Output Files for Alternatives Analysis
- Model Input/Output Files for Proposed Conditions
- Geodatabase
- Pollutant Loading Model/GIS files
- Responses to Comments Geodatabase
- Project Specific QA/QC Document

PERFORMANCE SCHEDULE

3.1 The following tasks are to be completed within the number of months indicated below, counted forward from the date the COUNTY issues Notice to Proceed to the CONSULTANT. The COUNTY has up to six (6) months to issue Notice to Proceed to the CONSULTANT.

Task Number	Task Description	Start Month	End Month
2.1	Project Development	1	2
2.2	Watershed Evaluation	2	15
2.2.1	Assembly and Evaluations of Watershed Data	2	8
2.2.2	Hydrologic and Hydraulic Feature Database	2	13
2.2.3	Preliminary Model Features	4	8
2.2.4	Peer Review of Watershed Evaluation	9	11
2.2.5	Final Approved Watershed Evaluation Deliverables	12	15
2.3	WMP - Floodplain Analysis	11	28
2.3.1	Watershed Parameterization	11	17
2.3.2	Final Approved Watershed Model Parameterization Deliverables	17	18
2.3.3	Watershed Model Development and Floodplain Delineation	18	20
2.3.4	Peer Review of Watershed Model Development and Floodplain Delineation	21	23
2.3.5	Approved Floodplain Analysis Deliverables for Preliminary Floodplain Open House	24	25
2.3.6	Preliminary Floodplain Open House	25	26
2.3.7	Final Approved Floodplain Analysis Deliverables	27	28
2.4	WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations	29	36
2.4.1	FPLOS Determination	29	30
2.4.2	Surface Water Resource Assessment (Water Quality)	2	29
2.4.3	BMP Alternatives Analysis and Recommendations	30	32
	Project Close-out	33	36

SUBMITTAL REQUIREMENTS (GENERAL)

4.1 Each submittal shall be delivered with the associated QA/QC documentation and a transmittal letter signed by the CONSULTANT'S Project Manager stating that the submittal package is complete, and all pertinent calculations and details have been checked for accuracy and completion.

Reviews will be performed by the COUNTY and the DISTRICT to confirm that the submittal is complete. Incomplete submittals shall be returned to the consultant. All final engineering documents must be signed and sealed by a professional engineer registered in the State of Florida. The COUNTY will issue deliverable approval only in writing.

- 4.1.1 Invoicing from the CONSULTANT and payment by the COUNTY shall be directly correlated to submittal completion and approval.
- 4.1.2 The COUNTY and the DISTRICT in no way obligates themselves to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.
- 4.1.3 The actual acceptance by the COUNTY and the DISTRICT of any submittal shall neither constitute nor imply any review or approval by the COUNTY and the DISTRICT of the services performed by the CONSULTANT under the provisions of this AGREEMENT, but shall indicate only the COUNTY and the DISTRICT'S acceptance of the CONSULTANT'S affirmation of compliance with the provisions and intent of this AGREEMENT.
- 4.1.4 The CONSULTANT accepts the responsibility and obligation to correct, to the satisfaction of the Public Works Department Director, and at no additional cost to the COUNTY, any and all deficiencies in the preparation of the project documents resulting from errors or omissions, at such time, and whenever the deficiencies may become known. Final acceptance by the COUNTY and the DISTRICT of the contract documents provided for in this AGREEMENT shall not relieve the CONSULTANT of compliance with the intent of this AGREEMENT to provide the COUNTY and the DISTRICT with documents that are complete in every respect.

DATA PROVIDED BY THE COUNTY OR THE DISTRICT

- 5.1 The COUNTY and the DISTRICT shall provide the following for the CONSULTANT'S use and guidance:
 - 5.1.1 Horizontal and Vertical Primary Project Control referenced to the North American Datum (NAD) of 1983/1990 Adjustment and North American Vertical Datum (NAVD) of 1988. The unit of measure shall be the United States Survey Foot. Primary Control points set shall not exceed one half (½) mile intervals.
 - 5.1.2 Copy of the COUNTY Guide for Professional Survey and Mapping.

5.1.3 Copies of all existing drainage studies and plans, inventories, computer information, existing maps, existing aerial photographs, roadway plans, as built construction plans, water quality data and other available information and data pertinent to the MANAGEMENT PLAN, which the COUNTY and DISTRICT may have in their possession.

5.1.4 Copy of the most recent LIDAR available.

COMPENSATION

6.1 The complete PROJECT cost will be \$808,760.00. A detailed budget table showing the costs associated for each task is included on the following pages.

Task	Task Description	Atkins Fees	Environmental Science Associates Fees	Element Engineering Group Fees	Total
2.1	Project Development	\$11,516			\$11,516
2.2	Watershed Evaluation	\$263,430		\$50,000	\$313,430
2.3	WMP - Floodplain Analysis	\$272,246			\$272,246
2.4	WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations	\$131,488	\$80,080		\$211,568

Atkins Fees	\$678,680
Environmental Science Associates Fees	\$80,080
Element Engineering Group Fees	\$50,000
TOTAL	\$808,760
CONTINGENCY SERVICES	\$ 75,000
GRAND TOTAL	\$883,760

**COST BREAKDOWN SUMMARY- SCOPE OF SERVICES
Anclote River Watershed Management Master Plan (WMP)**

Task	Task Description	Atkins									ESA			Survey	Line Item Total	Project Total
		Principal	Sr. Planner	Sr. Engineer	Project Manager	Engineer	GIS Analyst	Engineering Intern	Survey Technician	Field Technician	Principal	Sr. Envir. Analyst	GIS Analyst			
		\$220	\$185	\$160	\$170	\$125	\$102	\$95	\$85	\$65	\$190	\$170	\$100			
2.1	Project Development															
2.1.1	Data Collection and Initial Evaluation	0	0	4	2	0	8	8	0	0	0	0	0		\$2,556.00	\$2,556.00
2.1.2	Draft Project Plan	2	0	16	8	0	0	0	0	0	0	0	0		\$4,360.00	\$6,916.00
2.1.3	Kick-off Meeting	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$9,556.00
2.1.4	Final Project Plan	0	0	8	4	0	0	0	0	0	0	0	0		\$1,960.00	\$11,516.00
2.2	Watershed Evaluation															
2.2.1	Assembly and Evaluations of Watershed Data															
2.2.1.1	Drainage Pattern and Watershed Boundary	0	0	2	1	0	6	0	0	0	0	0	0		\$1,102.00	\$12,618.00
2.2.1.2	Areas of Development	0	0	0	2	0	8	0	0	0	0	0	0		\$1,156.00	\$13,774.00
2.2.1.3	Initial GIS Processing	2	0	60	24	240	40	240	0	0	0	0	0		\$71,000.00	\$84,774.00
2.2.1.4	Topographic Voids	0	0	4	2	20	0	0	0	0	0	0	0		\$3,480.00	\$88,254.00
2.2.1.5	Hydrologic Characteristics and Percolation	0	8	8	4	12	8	0	0	0	0	0	0		\$5,756.00	\$94,010.00
2.2.1.6	Historical Water Levels	0	0	0	0	4	0	0	0	0	0	0	0		\$500.00	\$94,510.00
2.2.1.7	Data Acquisition Plan	2	0	8	8	24	0	4	4	0	0	0	0		\$6,800.00	\$101,310.00
2.2.1.8	Pre-field Reconnaissance Evaluation	0	0	4	8	24	0	12	0	0	0	0	0		\$6,140.00	\$107,450.00
2.2.1.9	Task Memorandum	0	0	24	16	18	2	0	0	0	0	0	0		\$9,014.00	\$116,464.00
2.2.1.10	Project Management and Quality Assurance/Control	0	0	20	40	0	0	0	0	0	0	0	0		\$10,000.00	\$126,464.00
2.2.2	Hydrologic and Hydraulic Feature Database															
2.2.2.1	Acquisition of Data/Maintenance Assessment	0	0	8	20	20	0	40	120	120	0	0	0	\$50,000.00	\$78,980.00	\$205,444.00
2.2.2.2	HydroNetwork Development	0	0	20	24	120	0	40	0	0	0	0	0		\$26,080.00	\$231,524.00
2.2.2.3	Topographic Information Refinement	0	0	4	2	0	40	0	0	0	0	0	0		\$5,060.00	\$236,584.00
2.2.2.4	Hydrologic Feature Database	0	0	8	4	12	8	0	0	0	0	0	0		\$4,276.00	\$240,860.00
2.2.3	Preliminary Model Features															
2.2.3.1	Additional GIS Processing	0	0	12	4	24	24	0	0	0	0	0	0		\$8,048.00	\$248,908.00
2.2.3.2	Preliminary Model Schematic	0	0	24	12	40	24	0	0	0	0	0	0		\$13,328.00	\$262,236.00
2.2.3.3	Model Parameterization Approach	0	8	8	8	0	0	0	0	0	0	0	0		\$4,120.00	\$266,356.00
2.2.3.4	Watershed Evaluation Report	2	0	40	40	60	12	8	0	0	0	0	0		\$23,124.00	\$289,480.00
2.2.3.5	Project Management and Quality Assurance/Control	0	0	24	40	0	0	0	0	0	0	0	0		\$10,640.00	\$300,120.00
2.2.4	Peer Review of Watershed Evaluation															
2.2.4.1	Peer Review Kick-off Meeting and Presentation	0	0	24	24	16	0	0	0	0	0	0	0		\$9,920.00	\$310,040.00
2.2.4.2	Meeting to Present Peer Review Comments	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$312,680.00

**COST BREAKDOWN SUMMARY- SCOPE OF SERVICES
Anclote River Watershed Management Master Plan (WMP)**

Task	Task Description	Atkins									ESA			Survey	Line Item Total	Project Total
		Principal	Sr. Planner	Sr. Engineer	Project Manager	Engineer	GIS Analyst	Engineering Intern	Survey Technician	Field Technician	Principal	Sr. Envir. Analyst	GIS Analyst			
		\$220	\$185	\$160	\$170	\$125	\$102	\$95	\$85	\$65	\$190	\$170	\$100			
2.2.4.3	Meeting to Discuss Approach to Peer Review Comments	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$315,320.00
2.2.5	Final Approved Watershed Evaluation Deliverables															
2.2.5.1	Revised Deliverables	0	0	16	8	18	8	0	0	0	0	0	0		\$6,986.00	\$322,306.00
2.2.5.2	Project Management and Quality Assurance/Control	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$324,946.00
2.3	WMP - Floodplain Analysis															
2.3.1	Watershed Parameterization															
2.3.1.1	Acquisition of Additional Model Parameters	0	0	24	8	24	0	0	0	0	0	0	0		\$8,200.00	\$333,146.00
2.3.1.2	Development of Model Specific Geodatabase	2	0	60	24	160	24	160	0	0	0	0	0		\$51,768.00	\$384,914.00
2.3.1.3	Model Setup, Debug, and Stabilization	4	0	40	8	24	0	0	0	0	0	0	0		\$11,640.00	\$396,554.00
2.3.1.4	Project Management and Quality Assurance/Control	0	0	24	40	0	0	0	0	0	0	0	0		\$10,640.00	\$407,194.00
2.3.2	Final Approved Watershed Model Parameterization Deliverables															
2.3.2.1	Revised Deliverables	0	0	16	8	18	8	0	0	0	0	0	0		\$6,986.00	\$414,180.00
2.3.2.2	Project Management and Quality Assurance/Control	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$416,820.00
2.3.3	Watershed Model Development and Floodplain Delineation															
2.3.3.1	Model Calibration and Verification	0	0	24	24	60	0	0	0	0	0	0	0		\$15,420.00	\$432,240.00
2.3.3.2	Model Validation	0	0	24	8	24	0	0	0	0	0	0	0		\$8,200.00	\$440,440.00
2.3.3.3	Design Storm Simulations	0	0	24	4	24	0	0	0	0	0	0	0		\$7,520.00	\$447,960.00
2.3.3.4	Multi-Day Simulations and Rainfall Justification to Project Floodplain	0	0	12	2	36	0	0	0	0	0	0	0		\$6,760.00	\$454,720.00
2.3.3.5	Floodplain Delineation	4	0	40	24	100	80	80	0	0	0	0	0		\$39,620.00	\$494,340.00
2.3.3.6	Floodplain Justification Report	0	0	60	40	24	16	0	0	0	0	0	0		\$21,032.00	\$515,372.00
2.3.3.7	Sea-level Rise (SLR) Scenarios	0	0	24	8	40	12	6	0	0	0	0	0		\$11,994.00	\$527,366.00
2.3.3.8	Project Management and Quality Assurance/Control	0	0	24	40	0	0	0	0	0	0	0	0		\$10,640.00	\$538,006.00
2.3.4	Peer Review of Watershed Model Development and Floodplain Delineation															
2.3.4.1	Peer Review Meeting and Presentation	0	0	16	16	8	0	0	0	0	0	0	0		\$6,280.00	\$544,286.00
2.3.4.2	Meeting to Present Peer Review Comments	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$546,926.00
2.3.4.3	Meeting to Discuss Approach to Peer Review Comments	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$549,566.00
2.3.5	Approve Floodplain Analysis Deliverables for Preliminary Floodplain Open House															

**COST BREAKDOWN SUMMARY- SCOPE OF SERVICES
Anclote River Watershed Management Master Plan (WMP)**

Task	Task Description	Atkins									ESA			Survey	Line Item Total	Project Total
		Principal	Sr. Planner	Sr. Engineer	Project Manager	Engineer	GIS Analyst	Engineering Intern	Survey Technician	Field Technician	Principal	Sr. Envir. Analyst	GIS Analyst			
		\$220	\$185	\$160	\$170	\$125	\$102	\$95	\$85	\$65	\$190	\$170	\$100			
2.3.5.1	Revised Deliverables	0	0	16	8	18	8	0	0	0	0	0	0		\$6,986.00	\$556,552.00
2.3.5.2	Project Management and Quality Assurance/Control	0	0	8	8	0	0	0	0	0	0	0	0		\$2,640.00	\$559,192.00
2.3.6	Preliminary Floodplain Open House and Response to Public Comments															
2.3.6.1	Preliminary Floodplain Open House	0	0	24	24	8	0	0	0	0	0	0	0		\$8,920.00	\$568,112.00
2.3.6.2	Response to Public Comments	0	0	24	4	40	16	0	0	0	0	0	0		\$11,152.00	\$579,264.00
2.3.7	Final Approved Floodplain Analysis Deliverables															
2.3.7.1	Revised Deliverables	0	0	24	8	40	24	0	0	0	0	0	0		\$12,648.00	\$591,912.00
2.3.7.2	Project Management and Quality Assurance/Control	0	0	16	16	0	0	0	0	0	0	0	0		\$5,280.00	\$597,192.00
2.4	WMP - FPLOS, SWRA, Drainage Improvement Alternatives Analysis and Recommendations															
2.4.1	FPLOS Determination															
2.4.1.1	FPLOS Methodology Meeting	0	0	8	16	0	0	0	0	0	0	0	0		\$4,000.00	\$601,192.00
2.4.1.2	FPLOS Determination	0	0	24	8	40	40	0	0	0	0	0	0		\$14,280.00	\$615,472.00
2.4.1.3	FPLOS Analysis Report	0	0	16	40	0	0	0	0	0	0	0	0		\$9,360.00	\$624,832.00
2.4.1.4	Project Management and Quality Assurance/Control	0	0	16	24	0	0	0	0	0	0	0	0		\$6,640.00	\$631,472.00
2.4.2	Surface Water Resource Assessment (Water Quality)															
2.4.2.1	Surface Water Resource Assessment Approach	0	8	16	24	0	0	0	0	0	84	80	24		\$40,080.00	\$671,552.00
2.4.2.2	Water Quality Assessment	0	8	16	24	0	0	0	0	0	100	96	16		\$45,040.00	\$716,592.00
2.4.2.3	Pollutant Loading Estimates	0	24	24	16	24	0	0	0	0	16	8	0		\$18,400.00	\$734,992.00
2.4.2.4	Project Management and Quality Assurance/Control	0	0	16	24	0	0	0	0	0	0	0	0		\$6,640.00	\$741,632.00
2.4.3	Best Management Practices (BMP) Alternatives Analysis and Recommendations (Drainage Improvements and Water Quality)															
2.4.3.1	BMP Analysis, Recommendations and Rankings	2	40	80	40	160	24	40	0	0	24	12	2		\$60,488.00	\$802,120.00
2.4.3.2	Project Management and Quality Assurance/Control	0	0	16	24	0	0	0	0	0	0	0	0		\$6,640.00	\$808,760.00

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

1. INSURANCE:

- a) Consultant will provide current Certificate(s) of Insurance in accordance with the insurance requirements listed below.
- b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to CertsOnly-Portland@ebix.com. If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 1.(d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any Project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: Pinellas County, c/o Ebix BPO, PO Box 257, Portland, MI, 48875-0257; be sure to include your organization's unique identifier, which will be provided upon notice of award. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.

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

- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Consultant to the same extent Consultant is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Consultant to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Consultant shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.
- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.

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

(7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).

i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

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

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

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

(3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

Limit	
Combined Single Limit Per Accident	\$1,000,000

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

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

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

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