

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: Surface Water Assessment Governance and Rate Study Update – Professional Consulting Services

RFP CONTRACT NO. 190-0107-NC (SS)

NON-CONTINUING FIRM: Stantec Consulting Services, Inc.

PROFESSIONAL CONSULTING SERVICES NON-CONTINUING SERVICES AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES FOR
Surface Water Assessment Governance and Rate Study Update -Professional Consulting Services**

THIS AGREEMENT, entered into on the ____ day of _____, 20____, 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, Stantec Consulting Services, Inc., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL CONSULTING SERVICES** associated with the development of the Surface Water Assessment Governance and Rate Study Update.

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

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 of plans, 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, contract plans, and data.
- E. The CONSULTANT shall be responsible for the preparation of a PROJECT 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.
- 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. Deliverables (Final electronic deliverables must be ADA compliant)
 - Provide electronic copies of all draft deliverables.
 - Provide three (3) hard copy and one electronic copy of all final deliverables.
 - Provide monthly status reports to the County (Electronic format). The status reports will document the work completed during the month, the estimated percent complete for each task, and a consideration of upcoming important events or activities related to the project.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be prepared 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.

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 The CONSULTANT will investigate and confirm in writing to the COUNTY, to the best of the CONSULTANT'S knowledge, conformance with all applicable local and state regulations.

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 The CONSULTANT shall submit to the COUNTY project notes and computations to document the conclusions reached during the development of the alternatives.

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 – Not Applicable

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON - Not Applicable

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

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

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

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, Melanie Weed, Clearwater, FL.

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 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Twelve Thousand Four Hundred Thirteen and 00/100 Dollars (\$12,413.00) for Task 1 – Kick-Off Meeting and Data Gathering Phase of the PROJECT.

A Lump Sum Fee of: One Hundred Twenty-Four Thousand Ninety-One and 00/100 Dollars (\$124,091.00) for Task 2 – Current State Analysis Phase of the PROJECT.

A Lump Sum Fee of: One Hundred Sixty-One Thousand Nine Hundred Seventy-Four and 00/100 Dollars (\$161,974.00) for Task 3 – Future State Analysis Phase of the PROJECT.

A Lump Sum Fee of: Ninety-Four Thousand Nine Hundred Eighty-Five and 00/100 Dollars (\$94,985.00) for Task 4 – Financial Report Phase of the PROJECT.

A Lump Sum Fee of: Forty Thousand Nine Hundred Twenty and 00/100 Dollars (\$40,920.00) for Task 5 – Meetings and Project Management Phase of the PROJECT

A Lump Sum Fee of: for Task 6 See below 7.2 Optional Services Phase of the PROJECT

A Lump Sum Fee of: for Task 7 See below 7.2 - Optional Services Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of Four Hundred Thirty-Four Thousand Three Hundred Eighty-Three and 00/100 Dollars **(\$434,383.00)** 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 the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For the OPTIONAL SERVICES provided for in the Agreement, as defined in Exhibit A, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Optional Fee of: Six Thousand Six Hundred Eight and 00/100 Dollars **(\$6,608.00)** for Task 6 – Rate Resolutions/Ordinances of the PROJECT

A Lump Sum Optional Fee of: Thirty-Two Thousand One Hundred Thirty-Eight and 00/100 Dollars **(\$32,138.00)** for Task 7 – Commission Workshops/Hearings of the PROJECT

7.3 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Forty-Seven Thousand Four Hundred Twelve and 90/100 Dollars **(\$47,412.90)** for all assignments performed.

7.4 Total agreement not-to-exceed amount Five Hundred Twenty Thousand Five Hundred Forty-One and 90/100 Dollars **(\$520,541.90)**.

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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 2.3 E.

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 subconsultants, 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, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

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 five (5) 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 Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See 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 Consultant in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

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

CONTRACTOR'S DUTY

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: Stantec Consulting Services, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

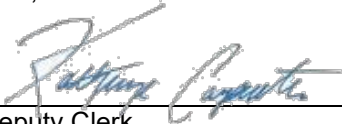
By: 
Print Name: Andrew J. Burnham
Title: Vice President Date: 11/2/2020

By: 
Name: _____ Date: 12/18/2020
Chairman



ATTEST:

Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk Date: 12/18/2020

APPROVAL AS TO FORM:

APPROVED AS TO FORM

By: Diriki T. Geuka
Office of the County Attorney
Office of the County Attorney

EXHIBIT A

STATEMENT OF WORK

Abbreviations

BMAP	Basin Management Action Plan
CIP	Capital Improvement Program
CRS	Community Rating System
ERU	Equivalent Residential Unit
FAMS	Financial Analysis and Management System
GIS	Geographic Information System
ISO	International Organization for Standardization
LOS	Level of Service
MS4	Municipal Separate Storm Sewer System
NPDES	National Pollutant Discharge Elimination System
PDF	Portable Document Format
TMDL	Total Maximum Daily Load

Background

Pinellas County (COUNTY) developed the 2013 Surface Water Assessment Governance and Rate Study (2013 Governance Study) as a planning document used to provide a rational framework for the operation and management of the County's surface water program. In 2014, the level of service (LOS) outlined in the 2013 Governance Study was used as the basis for funding surface water management activities within the unincorporated services area through a non-ad valorem assessment. The County issued RFP 190-0107-NC to select a consultant to perform an update of the 2013 Governance Study and Stantec Consulting Services Inc. (CONSULTANT) was selected on March 16, 2020.

Objectives

This project will perform a comprehensive, LOS based update to the 2013 Governance Study to to achieve the following objectives:

- Evaluate the current status and trends of similar stormwater management programs.
- Identify opportunities to improve operational LOS.
- Determine operational and financial impacts resulting from varying LOS.

- Develop a sustainable ten-year financial management program.
- Perform a cost-of-service analysis to ensure equity between customers.
- Evaluate and update the fee structure and calculation methodology to increase equity between customer classes and reduce administrative burden.
- Assess overall operational and financial sustainability.
- Inform the Commission and community about recommendations to achieve operational and financial sustainability.

Components

The project will begin with a kick-off meeting and data collection and is then organized into three major components that will allow for efficient project delivery as indicated below. The tasks in each component may be adjusted by the COUNTY as deemed necessary. Meetings will occur throughout the project on a monthly to bi-monthly bases as needed. All final deliverables will be compliant with American Disabilities Act requirements.

1. Current State
 - Assess current LOS;
 - Perform gap analysis;
 - Survey comparable stormwater programs; and
 - Develop Current State Report
2. Future State
 - Develop future LOS options and update matrix;
 - Evaluate major drainage systems; and
 - Develop Future State Report.
3. Financial Analysis
 - Perform revenue sufficiency analysis to develop sustainable 10-year plan;
 - Allocate system costs;
 - Calculate rates for various LOS scenarios;
 - Evaluate customer impacts and benchmarking to comparable communities;
 - Identify the final rate recommendations in Rate Structure Report.

At the conclusion of the three components, CONSULTANT may assist with rate resolution and presentation of results to the County Commission as outlined in Optional Services.

Basic Services

Task 1: Kick-off Meeting and Data Gathering

To initialize the study, CONSULTANT will submit a data request to the COUNTY and conduct a kickoff meeting with staff to:

- Confirm the goals and objectives of the study
- Discuss key issues, roles, and responsibilities
- Review data needs including the data received to date as well as discussion regarding additional data that may be helpful for the analysis
- Finalize schedules, milestones, and deliverables

The project manager will provide a draft agenda for review before the kick-off meeting and will follow up with meeting minutes and correspondence within 3 business days. This scope assumes there will be a kick-off

meeting with the project manager, team members and other COUNTY staff as identified either in person or via GoToMeeting/Skype/Zoom as appropriate or social distancing conditions allow.

Deliverables:

- Meeting agenda and minutes
- Data request and list of data received
- Schedule

Task 2: Current State Analysis

Task 2a: Current LOS Assessment

The current surface water program LOS activities for the four main surface water management components (Program Management, National Pollutant Discharge Elimination System (NPDES) municipal separate storm sewer system (MS4) Compliance and NPDES Operation and Maintenance (O&M) Program, Flood-related Capital Improvement Program (CIP)) will be evaluated in this Task. We understand through the 2013 Governance Study that the current LOS at that time was a LOS C, with Program Management being LOS C, NPDES MS4 Compliance – Non-O&M at LOS C+, NPDES MS4 Compliance - O&M at LOS C-, and Flood-related CIP at LOS C+. Current LOS activities will be investigated and documented through data review, observation, and interviews.

The first step involved in evaluating the current LOS will be to evaluate all available data on current activities. CONSULTANT will review data provided for historic work order systems and from the Cityworks database for a test period consistent with the NPDES reporting year. Important to the assessment will be a good understanding of the current implementation of Total Maximum Daily Load (TMDL) and Basin Management Action Plan (BMAP) requirements, expenditures for program management, and NPDES MS4 funding requirements for operations and maintenance. Current surface water program activities will be compared to Figure 3-1 Surface Water Program Level of Service Matrix as outlined in the 2013 Governance Study.

CONSULTANT will review all available metrics for Program Management associated with program administration, planning, development review, enforcement and non-MS4 related monitoring to determine the current LOS based on Figure 3-1 in the 2013 Governance Study. Common metrics that could be used if available are development reviews performed on time.

For the NPDES Compliance Activities – Non O&M, CONSULTANT will evaluate the NPDES permit requirements as compared to the current requirements and review the information currently documented in the work order system. Review will be performed for all available metrics for non-operation and maintenance activities that will include NPDES annual report, monitoring and special inspections performed by the COUNTY as compared to Figure 3-1 in the 2013 Governance Report.

For the NPDES Compliance Activities – O&M, CONSULTANT will review what is documented currently in the work order system and independently for inspection of facilities, sediment and trash removal, repairs as needed, periodic restoration, mowing, maintenance of vegetative cover, maintenance of inflow and outflow structures, removal of exotic vegetation, restoration of filtration capacity, pump maintenance, and repair/restoration of pipes, inlets and weir structures.

We will also evaluate the O&M standard operating procedures to identify where there are potential opportunities to optimize resource allocation. Note that there may be an overemphasis on some O&M activities that may need to be further evaluated to see if it is necessary and the LOS should be adjusted to accommodate the activity; or can resources be reallocated to address potential gaps. For example, if there are more frequent inspections or maintenance events than required, there is an opportunity to evaluate what is needed and potentially allocate additional resources for the required maintenance events.

Task 2b: Gap Analysis

The next step is to summarize all reviewed information in Task 2a and identify gaps where additional information is needed to fully evaluate the current LOS. A gap analysis will be performed to determine the difference between the current LOS and the identified LOS in the 2013 Governance Study. The gap analysis will efficiently and accurately identify the surface water program needs and opportunities based on asset management best practices utilizing International Organization for Standardization (ISO) 55000 standard. It will assist in understanding the current level of application (maturity) of the surface water asset management processes, tools and techniques. The gap analysis will be conducted in a workshop setting followed by up to five interviews with key staff that work on surface water assets. Interviews can be conducted in person or virtually depending on the current guidelines regarding social distancing. CONSULTANT will develop a questionnaire for staff interviews based on the data reviewed for the four main surface water management components (Program Management, NPDES MS4 Compliance and NPDES O&M Program) and look at gaps identified in the current LOS. Staff interviews will be designed to verify that the requirements are being met and identify existing gaps where additional information from staff may be needed since some information may not be captured in the reviewed documentation or in the work order system. Staff interviews will be helpful to ensure we have the entire current LOS evaluated.

An action plan will be developed from the analysis to address the key gaps and monitor progress over time. The results will allow the county to benchmark and compare the current and future surface water asset management practices and capabilities against other organizations. The ISO 55000 methodology and gap analysis results will be compiled into the Current State Report to summarize the findings and recommendations.

Task 2c: Surface Water Program Survey

Other programs in the Tampa Bay region and throughout the state that are of similar size and complexity to Pinellas County will be surveyed by CONSULTANT to identify important comparable characteristics such as surface water program management activities, watershed management planning, implementation of TMDL and BMAP requirements, operation and maintenance practices, replacement and repair prioritization methodologies and schedules, NPDES MS4 permit requirements, funding for program components, floodplain and water quality regulations, Community Rating System (CRS) program participation, and other characteristics as appropriate. A matrix will be developed to compare the programs as they may relate to improved service offerings.

Task 2d: Current State Report

CONSULTANT will prepare a draft report documenting the results of Task 2 Current State Analysis and email to staff for review and comment. Staff comments are expected via email within 3 weeks. Once first draft comments are received, CONSULTANT will address comments and submit a response to each comment in excel with a second draft report via email within 3 weeks for subsequent review and comment. Staff second round of comments are expected via email within 3 weeks. The second round of comments will be addressed with a written response to each comment in excel along with the final report submitted via email within 3 weeks. Final report will also be printed and submitted at the same time.

CONSULTANT will develop a draft PowerPoint presentation for COUNTY'S review. A meeting will be held to review the presentation and the COUNTY'S comments. An updated PowerPoint will be developed by CONSULTANT addressing the COUNTY'S comments within 2 weeks and emailed for final review. Any additional comments will be incorporated into the presentation.

Deliverables:

- Agendas and minutes from workshops and meetings in PDF (Portable Document Format)
- Summary of interviews with County staff (up to 5) in excel and PDF
- Draft and final presentation of results in PowerPoint

- Electronic first draft report and second draft report in PDF
- Three hard copies and PDF of final report
- Summary of surface water program survey results with matrix in excel and PDF

Task 3: Future State Analysis

Task 3a: Future Level of Service Options Assessment

CONSULTANT will utilize experience with best stormwater management practices in other communities and the survey results of the local practices discovered through Task 2c to develop costs associated with future LOS options for the County's consideration consistent with the LOS in Figure 3-1 of the 2013 Governance Study. CONSULTANT will use the matrix format provided in Table 3-5 of the 2013 Governance Study. CONSULTANT understands the importance of the triple bottom line approach, which takes into consideration the financial, social, and environmental benefits for each LOS evaluated, and will incorporate all three into the future options assessment as practical.

Task 3b: Major Drainage System Evaluation

For the 53 major drainage systems as defined in the Comprehensive Plan Surface Water Element Figure 2, CONSULTANT will identify opportunities with financial implications for collaboration with the 24 incorporated municipalities and the Pinellas Park Water Management District. The evaluation will consider maintenance activities, frequency of maintenance, rehab and replacement prioritization and scheduling, cost-sharing, interlocal agreements and opportunities for coordination.

At the beginning of this task, the CONSULTANT will meet with County to identify the County's expectations. The COUNTY will identify a point of contact for each jurisdiction and maintenance entity as this will not be determined by the CONSULTANT. The CONSULTANT will collect information through a survey to gather expectations on what is currently being performed and the desired LOS characteristics with all information provided by the jurisdiction compiled. The survey will gather information on the current type of maintenance being performed, frequency of events, and estimated cost comprising their current LOS. The survey will request input on the desired LOS characteristics to help identify opportunities and quantify the cost associated with maintenance practice changes that will provide an update to the 2013 Study summary.

Once the survey results are received, CONSULTANT will facilitate a workshop (either in person or virtual depending on social distancing guidelines at the time) with the jurisdictions to review maintenance goals and discuss overall management of the major drainage systems included in the review of the survey results. Workshop can be held virtually or in person depending on social distancing guidelines in place at the time. The results of the surveys and workshop will be provided to the COUNTY and utilized for the future LOS options.

It is understood that if the major drainage feature is located in the unincorporated County, the maintenance costs are included in the Surface Water Assessment; however, if the major drainage feature is located within an incorporated jurisdiction and it is a County responsibility, then the COUNTY incurs the cost of maintenance within the General Fund.

The estimated cost associated with current LOS will be identified for each major drainage system feature in each jurisdiction. CONSULTANT will separate the costs for each major drainage system based on current LOS and desired LOS, and then assign equitable cost for each jurisdiction based upon boundaries.

The CONSULTANT will meet with the COUNTY to review results from analysis and projected cost allocations to develop a strategy for each area. Once a strategy is agreed upon, CONSULTANT will meet with each jurisdiction individually (25 meetings anticipated that may be in person or virtual depending on social distancing guidelines) to review results and projected costs. Once the meetings are complete, the meeting notes will be summarized to

identify opportunities and risks associated with cost sharing maintenance costs for the major drainage systems for the COUNTY'S consideration.

Rate structure options will be developed and discussed with the COUNTY. Common rate structure options can include methodology of charging a municipality directly for the maintenance performed by the COUNTY in their jurisdiction, creating a new assessment tied to parcels within a jurisdictional service area receiving the benefit of COUNTY stormwater maintenance or creating a County-wide major drainage assessment. CONSULTANT will develop specific rate scenario options to discuss with the COUNTY based on the results of the jurisdictional meetings. After compiling the data and performing the analysis, the results will be summarized.

Note that solutions may require interlocal agreements with jurisdictions that would need to be drafted by the COUNTY'S Legal Counsel for adoption prior to enacting new assessments within the jurisdictional boundaries. CONSULTANT would review and comment on items prepared by the COUNTY'S Legal Counsel and prepare any rate tables required for the new assessments. Rate structure options that are determined to be the most viable will be incorporated into the financial modeling and analysis in Task 4 to identify potential rates for the COUNTY'S consideration.

Task 3c: Future State Report

CONSULTANT will prepare a draft report documenting the results of Task 3 Future State Analysis and email to staff for review and comment. Staff comments are expected via email within 3 weeks. Once first draft comments are received, CONSULTANT will address comments and submit a response to each comment in excel with a second draft report via email within 3 weeks for subsequent review and comment. Staff second round of comments are expected via email within 3 weeks. The second round of comments will be addressed with a written response to each comment in excel along with the final report submitted via email within 3 weeks. Final report will also be printed and submitted at the same time.

CONSULTANT will develop a draft PowerPoint presentation for COUNTY'S review. A meeting will be held to review the presentation and the COUNTY'S comments. An updated PowerPoint will be developed by CONSULTANT addressing the COUNTY'S comments within 2 weeks and emailed for final review. Any additional comments will be incorporated into the presentation.

Deliverables:

- Summary of Major Drainage System survey results in PDF
- Agendas and minutes from workshops and meetings in PDF
- Updated 2013 Governance Study Table 3-5 in excel and PDF
- Draft and final presentation of results in PowerPoint
- Electronic first draft report and second draft report in PDF
- Three hard copies and PDF of final report

Task 4: Financial Report

Task 4a: Revenue Sufficiency Analysis

To model the annual revenue needs and the cash flow projections of the County's surface water system, CONSULTANT will use our interactive Financial Analysis and Management System (FAMS) to develop a sustainable long-term plan for the surface water program over a 10 year projection period. Scenarios will be evaluated regarding alternative project funding sources like Penny for Pinellas, grants or loans, regulatory compliance costs, LOS adjustments, O&M changes, cost escalation factors, major drainage system maintenance costs and other variables impacting annual surface water program funding needs. During the analysis, there will be a detailed evaluation of options considered with a breakout of personnel services and various operational costs versus using Consumer Price Index or other indexing options. This scenario analysis will lead to a well-

informed plan developed through a collaborative process to meet the County's ongoing funding needs. Our project team will provide training on the FAMS model. There are two interactive sessions planned with staff to review assumptions and inputs and finalize the financial model.

Task 4b: Allocate System Costs

CONSULTANT will perform a cost of service analysis to allocate system revenue requirements developed in Task 4a for various LOS scenarios identified in Task 3 to the various stormwater system functions or services provided by the County. The costs of each function will then be further allocated to residential and non-residential customer classes based upon units of service (i.e. impervious area). At the conclusion of the process, resulting cost allocations will be compared to the revenues generated by the current rates for each customer class to use the allocations as the basis of calculating new stormwater rates. There is one interactive session (virtual or in person depending on the social distancing guidelines in place at the time) planned with staff to review the cost of service analysis.

Task 4c: Calculate Stormwater Rates

In this task, residential and non-residential rates will be calculated per the revenue requirements identified in Task 4a and the cost allocations in Task 4b. CONSULTANT will review and utilize the COUNTY'S updated impervious area geographic information system (GIS) layer and evaluate impervious area coverages, Pinellas Property Appraiser parcel data, non-ad valorem Surface Water Assessment roll to review the current Equivalent Residential Unit (ERU) sizing. CONSULTANT will quantify the impacts of impervious area changes in terms of revenue, specific customer billing. Impervious area property distribution will be evaluated to identify the customer configuration and inform a potential update to the residential impervious area tier sizing. If appropriate, the ERU sizing will be updated.

The stormwater rate design model will be populated to evaluate and update the rate schedules/adjustments for several possible structures, such as:

- Alternative residential fee structures, including additional impervious area tiered structures;
- Updated non-residential charges, including the possibility of a tiered system; and
- Other viable rate structures as identified during the study.

CONSULTANT will evaluate stormwater rate options for major drainage systems based upon the findings in Task 3 and available information to develop a cost basis. If impervious area is the desired cost basis, it may be able to be utilized through the Property Appraiser database if not available on the County's impervious area GIS layer. There are two interactive work sessions planned with staff (either in person or virtual depending on social distancing guidelines at the time) to evaluate the stormwater rates. The financial model will be updated to reflect any changes to the rate structure or financial policies as a result of the rate structure analysis.

Task 4d: Customer Impact Analysis

For each alternative rate schedule, we will prepare detailed customer/bill impact schedules, including spatial distributions of customer impacts using GIS, and review the results with County staff in an interactive work session.

Task 4e: Rate Benchmarking

During this task, CONSULTANT will perform a detailed benchmarking analysis of neighboring communities in Pinellas County, the Tampa Bay region and other similar urban counties in Florida to compare the surface water magnitude of the fees, the structure of the fees utilized, available credits and incentives and any other pertinent information to the recommendations in this Study. These activities are vital to understanding local practices and supporting recommended rate changes that may arise during the Study and are helpful to address questions from key stakeholders, including elected officials, related to how the County's rates compare with peer communities.

The benchmarking will be compiled in easy to understand tables and infographics to clearly demonstrate how the County's potential stormwater fees compare with other communities.

Task 4f: Rate Structure Report

CONSULTANT will prepare a draft report documenting the results of the revenue and rate structure analysis and email to staff for review and comment. The report provides a detailed narrative of each component of the analysis, and includes appendices that contain a series of graphs, charts, and tables that provide the supporting details of the results and recommendations of the study. Staff comments are expected via email within 3 weeks. Once first draft comments are received, CONSULTANT will address comments and submit a response to each comment in excel with a second draft report via email within 3 weeks for subsequent review and comment. Staff second round of comments are expected via email within 3 weeks. The second round of comments will be addressed with a written response to each comment in excel along with the final report submitted via email within 3 weeks. Final report will also be printed and submitted at the same time.

CONSULTANT will develop a draft PowerPoint presentation for COUNTY'S review. A meeting will be held to review the presentation and the COUNTY'S comments. An updated PowerPoint will be developed by CONSULTANT addressing the COUNTY'S comments within 2 weeks and emailed for final review. Any additional comments will be incorporated into the presentation.

Deliverables:

- Assumption and results workbook for various scenarios, depicting source data, key assumptions, and projections of revenues, expenses, and financial performance in PDF
- Financial model and rate model in excel format
- Detailed customer/bill impact schedule samples in PDF
- Summary table in excel with benchmarking results
- Draft and final presentation of results in PowerPoint
- Electronic first draft report and second draft report in PDF
- Three hard copies and PDF of final report

Task 5: Meetings and Project Management

Throughout the 24-month project, progress meetings will occur to review the project progress, current schedule, gather and evaluate data, solicit staff input and feedback, review deliverables and ensure open communication and incorporation of information as it is developed. This scope assumes there will be 10 interactive meetings with the project manager, team members and other COUNTY staff as identified either in person or via GoToMeeting/Skype/Zoom as appropriate or social distancing conditions allow.

Project Manager will prepare monthly emailed status reports with Smartsheet schedule update and submit to COUNTY project manager to document the work completed during the month, estimated percent complete for each task and a consideration of upcoming important events or activities related to the project.

Deliverables:

- Meeting agendas and minutes in PDF
- Schedule in Smartsheet and PDF
- Monthly status reports in PDF

Optional Services

Task 6: Rate Resolution/Ordinances

When the recommended LOS and subsequent rate structure has been determined, CONSULTANT will assist in the update of resolutions and ordinances by coordination with the COUNTY'S Legal Counsel. CONSULTANT will develop the necessary rate tables for inclusion in pre-existing documents and provide comments on the documents.

Deliverables:

- Rate Tables

Task 7: Commission Workshops/Hearings

This task anticipates there will be 13 meetings, including a presentation review meeting with staff, one County Manager briefing, seven 1-1 meetings with County Commissioners, two workshops with the County Commission, and two public meetings (hearings) for adoption of new rates. A draft PowerPoint presentation will be developed to demonstrate the analysis and results of the Study. Draft will be sent to staff for review and comments and a GoToMeeting will be held to address comments. A final PowerPoint presentation will be developed that incorporates all comments from staff and County Manager.

Deliverables:

- Draft and final PowerPoint presentation
- Attendance at 13 meetings (presentation review meeting, County Manager meeting, 7 Commissioner 1-1 meetings, 2 workshops, 2 public meetings)
- Attendance at public meetings, neighborhood association meetings and others as requested at hourly rates

Performance Schedule

The project will be completed in 24 months from the date of the notice to proceed for basic services and potentially an additional 12 months for optional services.

Key Personnel Changes

The COUNTY reserves 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 aforementioned individuals 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.

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 decide the successor personnel does not meet the qualifications of the replaced personnel, or in the case of new personnel, the COUNTY 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 that the replacement individual(s) has substantially equal abilities, qualifications, and demonstrated applicable experience of the individual(s) named herein.



Stantec Consulting Services Inc.
777 S. Harbour Island Boulevard, Suite 600
Tampa, FL 33602-5729

May 5, 2020

Attention: Ms. Sue Steele
Pinellas County
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756

Dear Ms. Steele,

**Reference: Rates for Professional Consulting Services Contract No. 190-0107-NC (SS)
Surface Water Assessment Governance & Rate Study Update**

Stantec is in receipt of your email on May 4, 2020 indicating the reduced rates submitted on May 1, 2020 are acceptable to the County. An updated Schedule of Rate Values is included herein indicating the final hourly rates related to this contract, rounded to the nearest dollar as requested.

We are very excited to begin the Surface Water Assessment Governance and Rate Study Update.

Regards,

Stantec Consulting Services Inc.

A handwritten signature in blue ink, appearing to read "Andrew Burnham", is positioned above a horizontal line.

Andrew Burnham
Vice President, Financial Consulting
Phone: (813) 204-3331
Andrew.Burnham@stantec.com

Reference: Rates for Professional Consulting Services Contract No. 190-0107-NC (SS) Surface Water Assessment Governance & Rate Study Update

Exhibit B
 Schedule of Rate Values by Labor Classification

Labor Classification	Hourly Rate
Stantec Staff	
Project Manager, PMP, CFM	\$ 223
Financial Director, QAQC	\$ 285
Independent Reviewer	\$ 234
Funding Services Specialist	\$ 234
Credits/Incentives Specialist	\$ 242
Senior Rate Consultant	\$ 194
Consultant	\$ 167
Senior Analyst	\$ 140
Financial Analyst	\$ 111
Technical Director, QAQC	\$ 257
MS4 Operations Practitioner	\$ 196
MS4 Program Manager	\$ 175
Project Engineer	\$ 158
Engineer II	\$ 142
Engineering Intern	\$ 118
Asset Management Director	\$ 266
Senior Asset Management Specialist	\$ 230
Asset Management Specialist	\$ 185
Green Infrastructure Specialist	\$ 163
GIS Manager	\$ 167
Cityworks Specialist, Senior GIS Analyst	\$ 157
GIS Specialist	\$ 143
GIS Analyst	\$ 113
Admin	\$ 70

Reference: Rates for Professional Consulting Services Contract No. 190-0107-NC (SS) Surface Water Assessment Governance & Rate Study Update

Labor Classification	Hourly Rate
Subconsultants	
LAGO - GIS Senior Scientist	\$ 156
LAGO - GIS Analyst	\$ 141
LAGO - GIS Technician	\$ 70
Applied Sciences - Stormwater Engineering Senior Principal	\$ 213
Applied Sciences - Stormwater Engineering Supervisory Engineer	\$ 185
Applied Sciences - Stormwater Engineering Sr. Professional Engineer	\$ 163
Applied Sciences - Stormwater Engineering Professional Engineer	\$ 142
Applied Sciences - Stormwater Engineering Engineer III	\$ 130
Applied Sciences - Stormwater Engineering Sr. Design Engineer	\$ 129
Applied Sciences - Stormwater Engineering Sr. Environmental Scientist	\$ 185
Applied Sciences - Stormwater Engineering Environmental Scientist II	\$ 98
Applied Sciences - Stormwater Engineering Admin	\$ 59

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

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Consultant shall email certificate that is compliant with the insurance requirements to sstele@pinellascounty.org .If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph 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 RFP 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 a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the Consultant or their agent 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 email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, 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) 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.

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