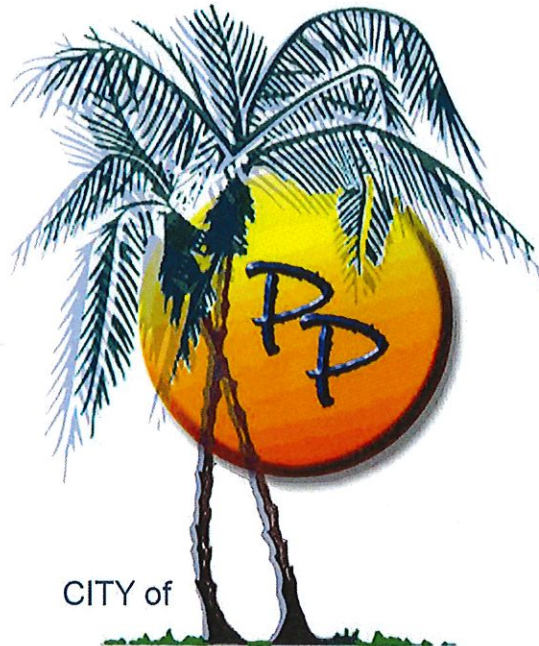


# City of Pinellas Park



*Pinellas Park, FL*  
The Heart of Pinellas

**Contract 18/011  
Renewal 1  
Stormwater Rate Study**

**Stantec Consulting Services, Inc.  
777 South Harbour Island Blvd.  
Suite 600  
Tampa, FL 33602  
813.223.9500**

**Construction Services**

**C12 AUTHORIZATION FOR MAYOR TO SIGN AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. - CONSULTANT SERVICES FOR STORMWATER RATE STUDY - For RFP 18/011**

NOTE: In accordance with Resolution 15-12, at the City Council meeting on December 13, 2018, the City Manager was directed by City Council to enter into negotiations with the firm of Stantec Consulting Services, Inc., as the most qualified of three firms for Consultant Services to provide a Rate Study for Stormwater. Those negotiations have been held, and the amount of \$159,843.00 has been determined to be a fair cost for these services to be charged to account # 301382-562520, with a project string of 19382/715-ADMIN-CONSULT.

The budgeted amount for this Consultant Services is **\$200,000.00**.

ACTION: (Approve - Deny) **Authorization to enter into a contract with Stantec Consulting Services, Inc., Consultant Services to provide a Rate Study for Stormwater, in the amount of \$159,843.00 to be charged to the appropriate account.**

Department: Public Works

Reference Material: [Stantec backup](#)

**V. REGULAR AGENDA**

NONE

**VI. COMMENTS BY COUNCIL MEMBERS AND QUESTIONS – COUNCIL TO COUNCIL**

**VII. ADJOURNMENT**

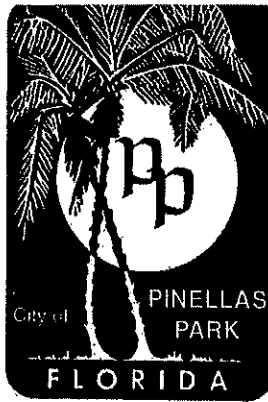
PLEASE NOTE that if a person decides to appeal any decision made by City Council with respect to any matter considered at the above-cited meeting, the person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. The City maintains a digital recording of all public hearings. In the event that you wish to appeal a decision, the digital recording may or may not adequately insure a verbatim record of the proceedings; therefore, you may wish to provide a court reporter at your own expense (Section 286.0105, Florida Statutes).

FOR THE HEARING IMPAIRED — An interpreter for the hearing impaired will be made available upon requests made at least 72 hours in advance.

City of

# PINELLAS PARK

5141 78TH AVE. • P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 369-0700  
FAX • (727) 544-7448

**Please Respond To:**

James W. Denhardt, City Attorney  
Lauren Christ Rubenstein, Assistant City Attorney  
Denhardt and Rubenstein, Attorneys at Law  
2700 First Avenue North  
St. Petersburg, Florida 33713  
(727) 327-3400 - Telephone  
(727) 323-0888 - Facsimile

December 6, 2021

Mr. Jeff Roberts  
Purchasing Coordinator  
City of Pinellas Park  
P. O. Box 1100  
Pinellas Park, Florida 33780-1100

**RE: City Document #21-314**  
**RFP 18.011 - Renewal 1 - Utility Rate Studies**

Dear Mr. Roberts:

We have received and reviewed the Master Services Agreement with Stantec Consulting Services, Inc., which is Renewal 1 of Contract 18/011. Our office would approve of the Agreement as to form and correctness.

Very truly yours,

Lauren C. Rubenstein  
Assistant City Attorney

cc: Doug Lewis, City Manager  
Diane M. Corna, MMC, City Clerk  
Bart Diebold, Assistant City Manager  
Lisa Hendrickson, Assistant City Manager  
Kelly Schrader, Finance Administrator  
Aaron Petersen, Construction Services Director  
Gary Moskaluk, Purchasing Director

LCR/dh

21-314.12062021.LJR.RFP 18.011 Renewal 1 Utility Rate Studies.wpd



PRINTED ON RECYCLED PAPER



Jeffery Roberts &lt;jroberts@pinellas-park.com&gt;

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**Re: Pinellas Park Stormwater Assessment Annual Update**

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Jeff Roberts &lt;jroberts@pinellas-park.com&gt;

Mon, Nov 29, 2021 at 8:00 AM

To: Aaron Petersen &lt;APetersen@pinellas-park.com&gt;

Cc: Gary Moskaluk &lt;GMoskaluk@pinellas-park.com&gt;

Got it.

On Wed, Nov 24, 2021 at 8:31 AM Aaron Petersen &lt;APetersen@pinellas-park.com&gt; wrote:

Gary,

Please see the attached. This will be the 2022 task order once the Stantec contract is renewed. Please review.

Regards,

Aaron Petersen, MPA, MBA, CFM  
ISA Certified Arborist  
Construction Services Director  
City of Pinellas Park  
6250 82nd Avenue North  
Pinellas Park, FL 33781  
727-369-5728 - office  
727-369-5797- fax



CITY of  
**Pinellas Park**  
The Heart of Pinellas

----- Forwarded message -----

From: Westover, Kelly &lt;Kelly.Westover@stantec.com&gt;

Date: Wed, Nov 24, 2021 at 8:03 AM

Subject: RE: Pinellas Park Stormwater Assessment Annual Update

To: apetersen@pinellas-park.com &lt;apetersen@pinellas-park.com&gt;

Good Morning Aaron,

Per our discussion, I updated the Task Order #4 to perform the Stormwater Assessment Annual Update for the City.  
Please review and let me know if there are any questions. I look forward to being of service to the City.

Best,

Kelly

**Kelly Westover** MBA, PMP, CFM





**MASTER SERVICES AGREEMENT  
UTILITY RATE STUDIES  
CONTRACT #18/011 – RENEWAL 1**

THIS CONTRACT is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **City of Pinellas Park, Florida**, hereinafter called "**CITY**", and **Stantec Consulting Services, Inc.**, doing business as a corporation, hereinafter called "**CONSULTANT**".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter: This Master Services Agreement ("Agreement") is entered into as of the Effective Date shown above, between CITY and CONSULTANT, collectively the "Parties".

**GENERAL CONDITIONS**

In consideration of the mutual covenants and promises herein, the Parties agree as follows:

**1. SCOPE OF SERVICES**

1.1 The services to be performed by CONSULTANT for CITY under this Agreement ("Services") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), and as defined within the Scope of Professional Services within RFP 18/011 and is attached hereto and incorporated herein by reference.

**2. TASK ORDER PROCESS**

2.1 Upon the request of CITY, CONSULTANT shall prepare and present for CITY DESIGNEE signature, a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to CONSULTANT for the performance of the Services ("Compensation") and a proposed schedule for the performance ("Project Schedule") for the Services. CONSULTANT's applicable rates are set forth in the rate schedule attached hereto as Attachment C ("Rate Schedule") and incorporated by reference.

2.2 Upon mutual agreement of the Parties, the Task Order shall be finalized and executed by the Parties. The effective date of the Task Order will be as set forth in the individual Task Order.

2.3 Changes to a Task Order shall be made by written Change Order by the CITY DESIGNEE and signed by both Parties.

**3. INVOICING AND PAYMENT**

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CITY shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to

CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CITY's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CITY, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME: Bank of America  
BANK ADDRESS: 100 North Tryon Street  
Charlotte NC 28202  
ACCOUNT #: 3752096026  
ABA#: 111000012  
SWIFT #: BOFAUS3N

ACH COORDINATOR:  
Sarah Bulger  
Sarah.Bulger@stantec.com

**Please Send Remittance Details To:**  
EFT@stantec.com

3.5 **Mail / Lock Box:**  
Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago, IL 60693

**Remittance via Overnight Delivery:**  
Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago, IL 60693

3.6 The CONSULTANT agrees to perform all of the work as described within RFP 18/011 and made a part of this contract and is incorporated herein, per the Rate Schedule (ATTACHMENT C), attached below for a firm fixed price not to exceed, **TWO HUNDRED THOUSAND DOLLARS, (\$200,000.00)**, including any/all out of pocket expenses, which will be billed at cost and subcontractor expenses billed at cost plus 5%.

#### 4. **PERIOD OF PERFORMANCE**

4.1 This Agreement shall have an effective date as set forth above and work shall not begin until after receipt of the Notice to Proceed is received by the CONSULTANT from the CITY DESIGNEE. **This agreement is for Renewal 1, a three (3) year agreement period, with the option to renew this agreement for up to two (2) additional contract periods, at three (3) years per period.**

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, CONSULTANT shall, unless otherwise directed by CITY, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s), as may be further amended, and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

## **5. CITY'S RESPONSIBILITIES**

5.1 CITY shall designate a person to act as CITY's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CITY's policies and decisions.

5.2 CITY shall furnish to CONSULTANT all applicable information and technical data in CITY's possession or control reasonably required for the proper performance of the Services. CITY shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CITY or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CITY shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CITY deems appropriate for such examination. If any document requires CITY to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CITY shall obtain, where applicable, the following:

5.5.1 all published advertisements for bids;

5.5.2 all permits and licenses that may be required of CITY by local, state, or federal authorities;

5.5.3 all necessary land, easements, and rights-of-way; and/or

5.5.4 all items and services not specifically covered by the terms and conditions of this

Agreement.

**CITY shall pay for any costs associated with the above items.**

**6. CONSULTANT'S RESPONSIBILITIES**

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CITY's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 It is agreed between the Parties that there is no intention for CONSULTANT to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

**7. CHANGE ORDERS**

7.1 CITY or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT are affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order by using the CITY's Change Order form and prepared by the CITY DESIGNEE and then executed by both parties. CONSULTANT's applicable rates for any changes, modifications or additional services are set out in the Rate Schedule and adhered to within the Change Order.

**8. FORCE MAJEURE**

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

**9. CONFIDENTIALITY**

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CITY. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or sub-consultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CITY.

**10. RIGHTS IN DATA**

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CITY shall be the property of CITY ("Work Product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without



liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and sub-consultants.

10.2 All information, records, data or advice contained in the Work Product is intended solely for the use of CITY, solely for the purpose stated in the scope of Services, and may not be relied upon by any other person, or used for any other purpose, without the express written consent of CONSULTANT. CITY agrees that no reliance may be placed on draft or preliminary reports, conclusions or advice, whether oral or written, issued by CONSULTANT. The conclusions rendered by CONSULTANT will be based on methods and techniques that CONSULTANT considers appropriate under the circumstances, shall represent the range of values estimated by CONSULTANT based solely upon information furnished by or on behalf of the CITY and other sources, and shall be considered as advisory in nature only. CITY accepts and acknowledges that CONSULTANT has not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that may be obtained as a result of the provision of such Services. No opinion, counsel, or interpretation is intended in matters that require legal, regulatory, accounting, tax or other similar professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from appropriate professional sources. In addition, CITY acknowledges and agrees that the conclusions reached by CONSULTANT and the Work Product are but one of a number of factors and analyses CITY will utilize in arriving at its conclusions and determinations. The Work Product and any other advice rendered by, or materials prepared by, CONSULTANT, may not be submitted, distributed or filed, in whole or in part, to or with any party, governmental agency or regulatory body or authority, or summarized or quoted from, in each instance, without CONSULTANT's prior review and approval.

10.3 The financial analysis and management modeling system known as FAMS-XL® and all of its supporting modules is owned by CONSULTANT. All ownership of FAMS-XL® will be retained by CONSULTANT. Subject to entering into a license agreement with CONSULTANT, CITY will have usage rights only. CITY will not have any ownership interests in FAMS-XL® or its source code whatsoever. CITY may not use FAMS-XL® for the benefit of other parties nor may CITY allow other parties to use FAMS-XL®, or its source code, for any purpose or reason. CITY may not copy or replicate FAMS-XL® in any way or form and CITY may not give, sell, or allow access to FAMS-XL®, or its source code, to any other party for any purpose or reason.

## **11. INSURANCE**

11.1 Please see **Appendix I**

## **12. INDEMNITY**

12.1 Please see **Appendix I**

## **13. PREEXISTING CONDITIONS**

13.1 CITY hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. To the fullest extent permitted by law, CITY agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT. ***Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.***

#### **14. SUSPENSION**

14.1 CITY may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CITY of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

#### **15. TERMINATION WITHOUT CAUSE/TERMINATION**

15.1 CITY may terminate all or part of this Agreement for CITY's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

15.2 It is hereby agreed that if either Party should fail materially to fulfill its obligations under this Agreement, the other Party may notify the breaching Party of the intent to terminate the contract, in whole or in part, if the breach is not cured within fourteen (14) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching Party shall have fourteen (14) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within fourteen (14) days shall entitle the non-breaching party to terminate the Agreement at the end of fourteen (14) days. CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. CITY shall pay CONSULTANT all actual fees and actual and approved expenses accrued for services actually rendered up to the effective date of any termination, subject to a determination by the CITY and the CONSULTANT that the charges are fair and reasonable in view of the amount and value of the work performed.

#### **16. DISPUTES RESOLUTION - ARBITRATION**

16.1 Any dispute arising between the Parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

16.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association ("Association") in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney's fees as the arbitrator or arbitrators may deem proper.

#### **17. NOTICE**

17.1 All notices shall be in writing and be deemed to be given or made when delivered physically

by hand or registered US mail to the party at the address set forth in this Agreement.

**US MAIL:**

City of Pinellas Park  
Attn: Aaron Petersen  
P.O. Box 1100  
Pinellas Park, FL 33780-1100

**PHYSICAL DELIVERY:**

City of Pinellas Park  
Attn: Aaron Petersen  
6250 82<sup>nd</sup> Avenue North  
Pinellas Park, FL 33781

**18. SURVIVAL OF CONTRACT TERMINATION**

18.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Rights in Data, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

**19. MISCELLANEOUS**

19.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the Parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State and County where the Project is located.

19.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

19.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

19.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

19.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

19.7 Venue, Jurisdiction and Process. The Parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may

have under the laws of that state or otherwise in such proceeding.

19.8 Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20. **RECORD KEEPING**

The CONSULTANT shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with this Contract. These records shall be kept in accordance with generally accepted accounting principles. Records of the CONSULTANT'S personnel, sub-consultants, and the costs pertaining to Project 18/011, shall be kept in accordance with generally accepted accounting practices. CONSULTANT will keep full and detailed accounts and financial records pertaining to the provision of services for the CITY. CONSULTANT shall preserve the aforementioned project records for the period of ten (10) years after final payment, or for such longer period as may be required by law.

21. **PUBLIC RECORDS**

The CITY is a public agency subject to Chapter 119 Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by the CITY in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law.
- Ensure the public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

City of Pinellas Park Custodian of Public Records:  
City of Pinellas Park  
City Clerk's Office  
P.O. Box 1100  
Pinellas Park, Florida 33780-1100  
Phone: 727-369-0616  
Email: [dcorna@pinellas-park.com](mailto:dcorna@pinellas-park.com)

22. **ENTIRE AGREEMENT**

The term "ENTIRE AGREEMENT" shall include this Contract, Task Order Form - **Attachment A**, City's Change Order Form- **Attachment B**, Rate Schedule- **Attachment C**, Addenda (if any), RFP 18/011 including the Scope of Work, Appendix I - Insurance requirements and Hold Harmless Agreement, Appendix II - Sworn Statement of Public Entity Crimes, except when it



conflicts with any other contractual provision and the Notice to Proceed, prepared and issued by the CITY. This entire agreement supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in **five (5) counterparts**, each of which shall for all purposes be deemed an original.

City of Pinellas Park  
Pinellas County, Florida

By \_\_\_\_\_  
Signature of Authorized Officer

By \_\_\_\_\_  
Sandra L. Bradbury, Mayor

\_\_\_\_\_  
(Type or Print Signature)

ATTEST:

ATTEST:

\_\_\_\_\_  
Contractor's Attestor

By \_\_\_\_\_  
Diane M. Corna, City Clerk, MMC

\_\_\_\_\_  
Stantec Consulting Services, Inc.  
Contractor (Company Name)

Approved as to form and correctness:

\_\_\_\_\_  
City Attorney, James W. Denhardt  
City of Pinellas Park

**Corporate Seal**

Approved by City Council: 14 February 2019

## **ATTACHMENT A**

### **TASK ORDER**

This Task Order is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Pinellas Park ("CITY") and Stantec Consulting Services Inc. ("CONSULTANT") pursuant to the terms and conditions set forth in the Master Services Agreement with an effective date of \_\_\_\_\_, 20\_\_\_\_, ("Agreement"), which is incorporated into this Task Order by reference.

1. The CONSULTANT Contract Number for this Task Order is \_\_\_\_\_. The CONSULTANT Job Number for this Task Order is \_\_\_\_\_. The CONSULTANT Contract Number and Job Number shall be referenced in each invoice submitted by CONSULTANT to CITY under this Task Order.

2. The Services to be performed by CONSULTANT under this Task Order are as follows:

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3. The Project Schedule is as follows:

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4. The Compensation to be paid to CONSULTANT for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

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#### **CITY DESIGNEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

#### **CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date



**ATTACHMENT C**  
**RATE SCHEDULE**

1. The rates provided below shall be in effect from the date the agreement is signed to December 31, 2019. After December 31, 2019, the below rates will automatically increase by 3% annually.
2. Services, changes, modifications and additional services provided by CONSULTANT's personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Project Director	\$325
Principal	\$275
Project Manager	\$225
Technical	\$196
Advisor	
Financial	\$175
Consultant	
Senior Analyst	\$150
Analyst	\$125
GIS Manager	\$185
GIS Analyst	\$134
Admin	\$94

3. Out of pocket expenses will be billed at cost.
4. Subcontractor expenses will be billed at cost plus 5%.



## **ATTACHMENT A**

### **TASK ORDER**

This Task Order is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Pinellas Park ("CITY") and Stantec Consulting Services Inc. ("CONSULTANT") pursuant to the terms and conditions set forth in the Master Services Agreement with an effective date of \_\_\_\_\_, 20\_\_\_\_, ("Agreement"), which is incorporated into this Task Order by reference.

1. The CONSULTANT Contract Number for this Task Order is \_\_\_\_\_. The CONSULTANT Job Number for this Task Order is \_\_\_\_\_. The CONSULTANT Contract Number and Job Number shall be referenced in each invoice submitted by CONSULTANT to CITY under this Task Order.

2. The Services to be performed by CONSULTANT under this Task Order are as follows:

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3. The Project Schedule is as follows:

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4. The Compensation to be paid to CONSULTANT for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

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#### **CITY DESIGNEE**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

#### **CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

**ATTACHMENT B**  
**CITY OF PINELLAS PARK**

P.O. Box 1100  
Pinellas Park, FL 33780-1100

**C O N T R A C T      C H A N G E      O R D E R**

CONTRACT NO.: / \_\_\_\_\_

CHANGE ORDER NO.: \_\_\_\_\_

CONTRACT TITLE: \_\_\_\_\_

Original Contract Amount .....\$ \_\_\_\_\_

Previous Change Orders:    Approved \_\_\_\_\_ No. \_\_\_\_\_ Amount (+/-) \_\_\_\_\_  
                                         Approved \_\_\_\_\_ No. \_\_\_\_\_ Amount (+/-) \_\_\_\_\_  
                                         Approved \_\_\_\_\_ No. \_\_\_\_\_ Amount (+/-) \_\_\_\_\_

Total Adjusted Contract Amount Prior to this Action .....\$ \_\_\_\_\_

To (Contractor): \_\_\_\_\_  
\_\_\_\_\_  
                                         , FL  
\_\_\_\_\_

You are hereby directed to comply with the following change(s) to the contract documents, plans and/or specifications:

Item No.	Description of Change(s)	Decrease Contract	Increase Contract
1	CITY DOCUMENT SAMPLE		
2			
3			
4			
5			
6			
7			
8			
9			
10			
TOTALS			
NET CHANGE: Percent Increase/Decrease: x.x%    Amount:			

TOTAL ADJUSTED CONTRACT AMOUNT AFTER THIS ACTION..... \$ \_\_\_\_\_

Recommended by: \_\_\_\_\_ Date \_\_\_\_\_  
                                         Designee (City Manager Appointed)

Accepted by: \_\_\_\_\_ Date \_\_\_\_\_  
                                         Contractor

Approved by: \_\_\_\_\_ Date \_\_\_\_\_  
                                         Public Works Administrator

Approved by City Council/City Manager: \_\_\_\_\_

**ATTACHMENT C**  
**RATE SCHEDULE**

1. The rates provided below shall be in effect from the date the agreement is signed to December 31, 2019. After December 31, 2019, the below rates will automatically increase by 3% annually.
2. Services, changes, modifications and additional services provided by CONSULTANT's personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Project Director	\$325
Principal	\$275
Project Manager	\$225
Technical	\$196
Advisor	
Financial	\$175
Consultant	
Senior Analyst	\$150
Analyst	\$125
GIS Manager	\$185
GIS Analyst	\$134
Admin	\$94

3. Out of pocket expenses will be billed at cost.
4. Subcontractor expenses will be billed at cost plus 5%.

## **CITY OF PINELLAS PARK INSURANCE REQUIREMENTS**

### **A. GENERAL CONDITIONS**

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance is approved by the City's Risk Management Division, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved by Risk Management.

The cost of all insurance shall be included in the Consultant's proposal.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations are by the insured or by anyone directly or indirectly employed by him, and also against any of the special hazards which may be encountered in the performance of this contract.



## B. LIMITS OF INSURANCE

### GENERAL LIABILITY

Type – Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate

- \$1,000,000 Products Completed/Operations Aggregate
- \$1,000,000 Personal and Advertising Injury
- \$1,000,000 Each Occurrence

### PROFESSIONAL LIABILITY – ERRORS AND OMISSIONS

Type – Professional Liability, Occurrence or Claims Made Basis

Limits - \$1,000,000 General Aggregate

- \$1,000,000 Each Occurrence

### AUTOMOBILE LIABILITY

Type – Any Auto, Hired autos, and Non-Owned Autos

Limits – \$1,000,000 Combined Single Limit

### WORKERS' COMPENSATION

Type – Workers' Compensation and Employer's Liability or Work Comp. Exemption Certificate

Limits - Statutory, Workers' Compensation

- \$100,000 Each Accident
- \$500,000 Disease – Policy
- \$100,000 Disease – Each Employee

### EXCESS OR UMBRELLA LIABILITY

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall be no less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverages, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

**C. CERTIFICATES OF INSURANCE**

Include one Certificate of Insurance outlining insurance coverages to be forwarded the City's Risk Management Division for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance.

1. Under heading, "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES," shall read:  
"City of Pinellas Park (Owner) is named as Additionally Insured as respects to **RFP 18/011 – Renewal 1 – Stormwater Rate Study**. (Required for General Liability, Excess/Umbrella Liability)
2. Under heading, "CERTIFICATE HOLDER" shall read:

**City of Pinellas Park  
Human Resources Department  
5141 78<sup>th</sup> Avenue North  
Pinellas Park, FL 33781**

**D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In addition to the foregoing requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on the following page.

**INDEMNIFICATION AND HOLD HARMLESS AGREEMENT  
FOR PROFESSIONAL DESIGN CONTRACT**

By this agreement, **Stantec Consulting Services, Inc.**, hereinafter "CONSULTANT," agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify and hold harmless the City of Pinellas Park, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the above-mentioned contract.

Date \_\_\_\_\_

Contractor \_\_\_\_\_

Address \_\_\_\_\_

Print Name \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

President, Vice-President or Treasurer

**CORPORATE SEAL**

**HUMAN RESOURCES NEEDS ORIGINAL SIGNED HOLD HARMLESS  
AGREEMENT PRIOR TO ANY WORK COMMENCING**

### **E-VERIFY**

The Contractor (and its subcontractors) have an obligation to utilize the U.S. Department of Homeland Security's (OHS) E-Verify system for all newly hired employees. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the City's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The City reserves the right to order the immediate termination of any contract between the Contractor and a subcontractor performing work on its behalf should the City develop a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

**Business Name**

stantec

**Primary Industry Type**

Select Industry Type(s) ▼

**Hiring Site Locations (by state)**

Select State(s) ▼

**Account Status**

- Any - ▼

**Items per page**

10 ▼

SEARCH

RESET

<u>Employer</u> ▲	<u>Doing Business As</u>	<u>Account Status</u>	<u>Date Enrolled</u>	<u>Date Terminated</u>
Stantec		Terminated	03/30/2012	03/02/2020
Stantec		Terminated	12/01/2017	08/27/2021
Stantec Consulting - AZ/CO/UT		Terminated	01/23/2008	10/21/2020
Stantec Consulting Inc.		Terminated	10/10/2006	03/02/2020
Stantec Consulting Services Inc		Open	02/03/2017	



APPENDIX II

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to the City of Pinellas Park

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitted sworn statement)

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has not FEIN, include the Social Security Number of the individual signing this  
sworn statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the

## APPENDIX II

provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature  
STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online

notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_,  
(Name of person acknowledging)

Who is personally known to me or who has produced \_\_\_\_\_  
(Type of Identification)  
as identification.

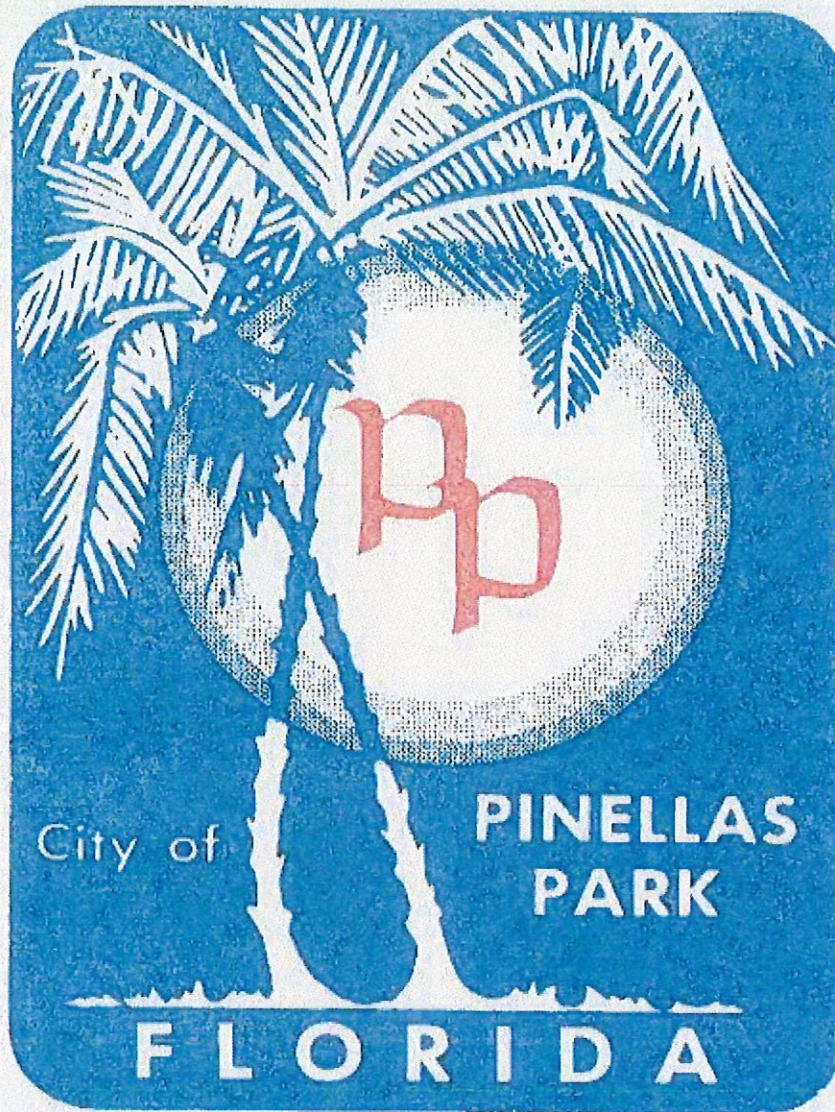
NOTARY PUBLIC \_\_\_\_\_

(Notary Seal)

My Commission Expires \_\_\_\_\_



# CITY OF PINELLAS PARK



**CONTRACT #18/011  
UTILITY RATE STUDIES**

**STANTEC CONSULTING SERVICES INC.  
777 South Harbour Island Blvd., Suite 600  
Tampa, FL 33602  
TELEPHONE: 813-223-9500  
CONTACT: Andrew Burnham/Kelly Westover**

*Construction Services Division*





**MASTER SERVICES AGREEMENT  
UTILITY RATE STUDIES  
CONTRACT #18/011**

THIS CONTRACT is made this 29<sup>th</sup> day of January, 2019 by and between the City of Pinellas Park, Florida, hereinafter called "CITY", and Stantec Consulting Services, Inc., doing business as a corporation, hereinafter called "CONSULTANT".

WITNESSETH: For and in consideration of the payments and agreements mentioned hereinafter: This Master Services Agreement ("Agreement") is entered into as of the Effective Date shown above, between CITY and CONSULTANT, collectively the "Parties".

**GENERAL CONDITIONS**

In consideration of the mutual covenants and promises herein, the Parties agree as follows:

**1. SCOPE OF SERVICES**

1.1 The services to be performed by CONSULTANT for CITY under this Agreement ("Services") shall be set forth in individual task orders using the general format set forth in Attachment A ("Task Order"), and as defined within the Scope of Professional Services within RFP 18/011 and is attached hereto and incorporated herein by reference.

**2. TASK ORDER PROCESS**

2.1 Upon the request of CITY, CONSULTANT shall prepare and present for CITY DESIGNEE signature, a Task Order containing an identification of the project ("Project"), description of the Services, compensation to be paid to CONSULTANT for the performance of the Services ("Compensation") and a proposed schedule for the performance ("Project Schedule") for the Services. CONSULTANT's applicable rates are set forth in the rate schedule attached hereto as Attachment C ("Rate Schedule") and incorporated by reference.

2.2 Upon mutual agreement of the Parties, the Task Order shall be finalized and executed by the Parties. The effective date of the Task Order will be as set forth in the Individual Task Order.

2.3 Changes to a Task Order shall be made by written Change Order by the CITY DESIGNEE and signed by both Parties.

**3. INVOICING AND PAYMENT**

3.1 CONSULTANT shall submit its standard monthly invoice describing the Services performed and expenses incurred during the preceding month. CITY shall make payment of all undisputed portions of such invoice and provide written justification for the withholding of any disputed portions to

CONSULTANT within thirty (30) calendar days from the date of CONSULTANT's monthly invoice.

3.2 Payment of all Compensation due CONSULTANT pursuant to this Agreement shall be a condition precedent to CITY's use or reliance upon any of CONSULTANT's professional services or work products furnished under this Agreement.

3.3 In the event payment for the Services has not been made within 60 calendar days from the date of the invoice, CONSULTANT may, after giving 7 calendar days written notice and without penalty or liability of any nature, and without waiving any claim against CITY, suspend all or any part of the Services. In order to defray carrying charges resulting from delayed payments, simple interest at the rate of 1.5% per month (18% per annum), not to exceed the maximum rate allowed by law, shall be added to the unpaid balance of each invoice. The interest period shall commence 30 calendar days after the date of the invoice. Payments shall first be credited to interest and then to principal.

3.4 Electronic payment may be made to the following address:

BANK NAME: Bank of America  
BANK ADDRESS: 100 North Tryon Street  
Charlotte NC 28202  
ACCOUNT #: 3752096026  
ABA#: 111000012  
SWIFT #: BOFAUS3N

ACH COORDINATOR:

Sarah Bulger

Sarah.Bulger@stantec.com

**Please Send Remittance Details To:**

**EFT@stantec.com**

3.5 **Mail / Lock Box:**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago, IL 60693

**Remittance via Overnight Delivery:**

Stantec Consulting Services Inc. (SCSI)  
13980 Collections Center Drive  
Chicago, IL 60693

3.6 The CONSULTANT agrees to perform all of the work as described within RFP 18/011 and made a part of this contract and is incorporated herein, per the Rate Schedule (ATTACHMENT C), attached below for a firm fixed price not to exceed, **TWO HUNDRED THOUSAND DOLLARS, (\$200,000.00)**, including any/all out of pocket expenses, which will be billed at cost and subcontractor expenses billed at cost plus 5%.

#### 4. **PERIOD OF PERFORMANCE**

4.1 This Agreement shall have an effective date as set forth above and work shall not begin until after receipt of the Notice to Proceed is received by the CONSULTANT from the CITY DESIGNEE. **This contract is for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period.**

4.2 The period of performance for the Services under each Task Order shall be as set forth in the applicable Task Order.

4.3 In the event of the expiration or partial termination of this Agreement, CONSULTANT shall, unless otherwise directed by CITY, complete its performance of any outstanding Task Orders then pending in accordance with the terms and conditions of such Task Order(s), as may be further amended, and this Agreement. In such case, the specifications, terms and conditions of the Task Order(s) and this Agreement shall be deemed to have survived the expiration of this Agreement with respect to such Task Order(s) until such time as the Task Order(s) are completed.

## **5. CITY'S RESPONSIBILITIES**

5.1 CITY shall designate a person to act as CITY's representative with respect to this Agreement. Such person will have complete authority to transmit instructions, receive information and interpret and define CITY's policies and decisions.

5.2 CITY shall furnish to CONSULTANT all applicable information and technical data in CITY's possession or control reasonably required for the proper performance of the Services. CITY shall also disclose to CONSULTANT hazards at the Project site ("Site") which pose a significant threat to human health or the environment. CONSULTANT shall be entitled to reasonably rely upon the information and data provided by CITY or obtained from generally accepted sources within the industry without independent verification except to the extent such verification is expressly included in the Services.

5.3 CITY shall examine all studies, reports, sketches, drawings, specifications, and other documents presented by CONSULTANT, seek legal advice, the advice of an insurance counselor, or other consultant(s), as CITY deems appropriate for such examination. If any document requires CITY to approve, comment, or to provide any decision or direction, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the schedule for the Services ("Project Schedule").

5.4 CITY shall arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to properly perform the Services.

5.5 CITY shall obtain, where applicable, the following:

5.5.1 all published advertisements for bids;

5.5.2 all permits and licenses that may be required of CITY by local, state, or federal authorities;

5.5.3 all necessary land, easements, and rights-of-way; and/or

5.5.4 all items and services not specifically covered by the terms and conditions of this

Agreement.

**CITY shall pay for any costs associated with the above items.**

**6. CONSULTANT'S RESPONSIBILITIES**

6.1 CONSULTANT shall designate a project manager for the performance of the Services.

6.2 CONSULTANT shall perform the Services as an independent contractor and not as CITY's agent or employee. CONSULTANT shall be solely responsible for the compensation, benefits, contributions and taxes, if any, of its employees and agents.

6.3 The standard of care applicable to CONSULTANT's Services will be the degree of skill and diligence normally employed by professional consultants performing the same or similar services at the time and location said Services are performed. CONSULTANT will re-perform any Services not meeting this standard without additional compensation.

6.4 It is agreed between the Parties that there is no intention for CONSULTANT to act under this Agreement as a municipal advisor as that term is defined in the Securities Exchange Act of 1934.

**7. CHANGE ORDERS**

7.1 CITY or CONSULTANT may, from time to time, request modifications or changes in the Services. To the extent that the Services to be performed by CONSULTANT are affected, CONSULTANT's Compensation and Project Schedule shall be equitably adjusted. All changes shall be set forth in a written Change Order by using the CITY's Change Order form and prepared by the CITY DESIGNEE and then executed by both parties. CONSULTANT's applicable rates for any changes, modifications or additional services are set out in the Rate Schedule and adhered to within the Change Order.

**8. FORCE MAJEURE**

8.1 Neither party shall be responsible for a delay in its performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes war, terrorism, riots, strikes, lockouts or other industrial disturbances, acts of any governmental agencies or other events beyond the reasonable control of the claiming party. CONSULTANT shall be entitled to an equitable adjustment to the Compensation and the Project Schedule as a result of any such delay.

**9. CONFIDENTIALITY**

9.1 CONSULTANT shall treat as confidential and proprietary all information and data delivered to it by CITY. Confidential information shall not be disclosed to any third party, other than CONSULTANT's subcontractors or sub-consultants, during or subsequent to the term of this Agreement. Nothing contained herein shall preclude CONSULTANT from disclosing information or data: (i) in the public domain without breach of this Agreement; (ii) developed independently by CONSULTANT; (iii) where disclosure or submission to any governmental authority is required by applicable statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and all other requirements of any and all governmental or judicial entities that have jurisdiction over the Services ("Law"), but only after prior written notice has been given to CITY.

**10. RIGHTS IN DATA**

10.1 All right, title and interest in and to the work products provided by CONSULTANT to CITY shall be the property of CITY ("Work Product"). Methodologies, process know-how, pre-existing models & tools and other instruments of service used to prepare the Work Product shall remain the property of CONSULTANT. Any modification or reuse of the Work Product without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CITY's sole risk and without



liability or legal exposure to CONSULTANT or to CONSULTANT'S subcontractors and sub-consultants.

10.2 All information, records, data or advice contained in the Work Product is intended solely for the use of CITY, solely for the purpose stated in the scope of Services, and may not be relied upon by any other person, or used for any other purpose, without the express written consent of CONSULTANT. CITY agrees that no reliance may be placed on draft or preliminary reports, conclusions or advice, whether oral or written, issued by CONSULTANT. The conclusions rendered by CONSULTANT will be based on methods and techniques that CONSULTANT considers appropriate under the circumstances, shall represent the range of values estimated by CONSULTANT based solely upon information furnished by or on behalf of the CITY and other sources, and shall be considered as advisory in nature only. CITY accepts and acknowledges that CONSULTANT has not made any warranties or guarantees, whether express or implied, with respect to the Services or the results that may be obtained as a result of the provision of such Services. No opinion, counsel, or interpretation is intended in matters that require legal, regulatory, accounting, tax or other similar professional advice. It is assumed that such opinions, counsel or interpretations have been or will be obtained from appropriate professional sources. In addition, CITY acknowledges and agrees that the conclusions reached by CONSULTANT and the Work Product are but one of a number of factors and analyses CITY will utilize in arriving at its conclusions and determinations. The Work Product and any other advice rendered by, or materials prepared by, CONSULTANT, may not be submitted, distributed or filed, in whole or in part, to or with any party, governmental agency or regulatory body or authority, or summarized or quoted from, in each instance, without CONSULTANT's prior review and approval.

10.3 The financial analysis and management modeling system known as FAMS-XL® and all of its supporting modules is owned by CONSULTANT. All ownership of FAMS-XL® will be retained by CONSULTANT. Subject to entering into a license agreement with CONSULTANT, CITY will have usage rights only. CITY will not have any ownership interests in FAMS-XL® or its source code whatsoever. CITY may not use FAMS-XL® for the benefit of other parties nor may CITY allow other parties to use FAMS-XL®, or its source code, for any purpose or reason. CITY may not copy or replicate FAMS-XL® in any way or form and CITY may not give, sell, or allow access to FAMS-XL®, or its source code, to any other party for any purpose or reason.

## **11. INSURANCE**

11.1 Please see Appendix I

## **12. INDEMNITY**

12.1 Please see Appendix I

## **13. PREEXISTING CONDITIONS**

13.1 CITY hereby understands and agrees that CONSULTANT has not created nor contributed to the creation or existence of any hazardous or toxic substances, wastes or materials ("Hazardous Substances") at or related to the Project site or in connection with or related to this Agreement. To the fullest extent permitted by law, CITY agrees to defend, indemnify, and hold CONSULTANT, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to attorney's fees and court costs, arising out of, or resulting from the threatened or actual release of Hazardous Substances ("Release"), except to the extent that such Release is caused by the negligence of CONSULTANT. ***Under no circumstances shall any of the provisions of this Agreement be deemed to waive the requirements and limitations of Florida Statute §768.28, as such applies to the City of Pinellas Park, Florida, a Florida municipal corporation.***



#### **14. SUSPENSION**

14.1 CITY may, at any time and without cause, suspend the Services of CONSULTANT, or any portion thereof for a period of not more than 90 days by notice in writing to CONSULTANT. CONSULTANT shall resume the Services on receipt from CITY of a written notice of resumption of the Services. If such suspension causes an increase in CONSULTANT's cost or a delay in the performance of the Services, then an equitable adjustment shall be made to the Compensation and Project Schedule, as appropriate. In the event that the period of suspension exceeds 90 days, the contract time and compensation are subject to renegotiation.

#### **15. TERMINATION WITHOUT CAUSE/TERMINATION**

15.1 CITY may terminate all or part of this Agreement for CITY's convenience by providing 10 days written notice to CONSULTANT. In such event, CONSULTANT will be entitled to Compensation for the Services performed up to the effective date of termination plus compensation for reasonable termination expenses. CONSULTANT will not be entitled to compensation for profit on Services not performed.

15.2 It is hereby agreed that if either Party should fail materially to fulfill its obligations under this Agreement, the other Party may notify the breaching Party of the intent to terminate the contract, in whole or in part, if the breach is not cured within fourteen (14) days prior to the effective date of the intended termination and shall identify the breach to be cured. The breaching Party shall have fourteen (14) days from receipt of the notice to cure the breach identified in the notice. The failure to cure the breach within fourteen (14) days shall entitle the non-breaching party to terminate the Agreement at the end of fourteen (14) days. CONSULTANT shall use reasonable efforts to minimize fees and expenses upon giving or receiving notice of any intended termination. CITY shall pay CONSULTANT all actual fees and actual and approved expenses accrued for services actually rendered up to the effective date of any termination, subject to a determination by the CITY and the CONSULTANT that the charges are fair and reasonable in view of the amount and value of the work performed.

#### **16. DISPUTES RESOLUTION - ARBITRATION**

16.1 Any dispute arising between the Parties concerning this Agreement or the rights and duties of either party in relation thereto shall first be submitted to a panel consisting of at least one representative of each party who shall have the authority to enter into an agreement to resolve the dispute. The disputes panel shall be conducted in good faith, either physically or electronically, within two weeks of a request by either party. No written, verbal or electronic representation made by either party during the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission.

16.2 If the panel fails to convene within two weeks, or if the panel is unable to reach resolution of the dispute, then either party may submit the dispute for binding arbitration to be held in accordance with the Construction Industry Rules of the American Arbitration Association ("Association") in effect at the time that the demand for arbitration is filed with the Association. Either party may file in the manner provided by the Rules of the Association, a Demand for Arbitration at any time. The arbitrator or arbitrators appointed by the Association shall have the power to award to either party to the dispute such sums, costs, expenses, and attorney's fees as the arbitrator or arbitrators may deem proper.

#### **17. NOTICE**

17.1 All notices shall be in writing and be deemed to be given or made when delivered physically

by hand or registered US mail to the party at the address set forth in this Agreement.

**US MAIL:**

City of Pinellas Park  
Attn: Aaron Petersen  
P.O. Box 1100  
Pinellas Park, FL 33780-1100

**PHYSICAL DELIVERY:**

City of Pinellas Park  
Attn: Aaron Petersen  
6250 82<sup>nd</sup> Avenue North  
Pinellas Park, FL 33781

**18. SURVIVAL OF CONTRACT TERMINATION**

18.1 The Articles relating to Indemnification, Limitation of Liability, Preexisting Conditions, Rights in Data, Confidentiality, Governing Law and Venue shall survive completion of the Services, payment in full of the Compensation and termination of this Agreement.

**19. MISCELLANEOUS**

19.1 Governing Law. The validity, construction and performance of this Agreement and all disputes between the Parties arising out of this Agreement or as to any matters related to but not covered by this Agreement shall be governed by the laws, without regard to the laws as to choice or conflict of laws, of the State and County where the Project is located.

19.2 Assignment. Neither this Agreement nor any rights under this Agreement may be assigned by any party, other than to a party's affiliate, parent or subsidiary, without the prior written consent of the other party(ies).

19.3 Binding Effect. The provisions of this Agreement shall bind and inure to the benefit of the Parties and their respective successors and permitted assigns.

19.4 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement.

19.6 Amendment and Waiver. This Agreement may be amended, modified or supplemented only by a writing executed by each of the Parties. Any party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving party. No action taken pursuant to this Agreement shall be deemed to constitute a waiver of any other party's compliance with provisions of this Agreement. No waiver by any party of a breach of any provision of this Agreement shall be construed as a waiver of any subsequent or different breach, and no forbearance by a party to seek a remedy for noncompliance or breach by another party shall be construed as a waiver of any right or remedy with respect to such noncompliance or breach.

19.7 Venue, Jurisdiction and Process. The Parties agree that any arbitration proceeding arising out of this Agreement or for the interpretation, performance or breach of this Agreement, shall be instituted in the County where the Project is located, and each party irrevocably submits to the jurisdiction of such proceeding and waives any and all objections to jurisdiction or venue that it may

have under the laws of that state or otherwise in such proceeding.

19.8 **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provision were omitted.

20. **RECORD KEEPING**

The CONSULTANT shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with this Contract. These records shall be kept in accordance with generally accepted accounting principles. Records of the CONSULTANT'S personnel, sub-consultants, and the costs pertaining to Project 18/011, shall be kept in accordance with generally accepted accounting practices. CONSULTANT will keep full and detailed accounts and financial records pertaining to the provision of services for the CITY. CONSULTANT shall preserve the aforementioned project records for the period of ten (10) years after final payment, or for such longer period as may be required by law.

21. **PUBLIC RECORDS**

The CITY is a public agency subject to Chapter 119 Florida Statutes. The CONSULTANT shall comply with Florida's Public Records law. Specifically, the CONSULTANT shall:

- Keep and maintain public records required by the CITY in order to perform the service;
- Provide the public with access to such public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed that provided in chapter 119, F.S., or as otherwise provided by law.
- Ensure the public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law;
- Meet all requirements for retaining public records and transfer to the CITY, at no cost, all public records in possession of the CONSULTANT upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically will be provided to the CITY in a format that is compatible with the information technology systems of the CITY.

City of Pinellas Park Custodian of Public Records:  
City of Pinellas Park  
City Clerk's Office  
P.O. Box 1100  
Pinellas Park, Florida 33780-1100  
Phone: 727-369-0616  
Email: [dcorna@pinellas-park.com](mailto:dcorna@pinellas-park.com)

22. **ENTIRE AGREEMENT**

The term "ENTIRE AGREEMENT" shall include this Contract, Task Order Form - **Attachment A**, City's Change Order Form- **Attachment B**, Rate Schedule- **Attachment C**, Addenda (if any), RFP 18/011 including the Scope of Work, Appendix I - Insurance requirements and Hold Harmless Agreement, Appendix II - Sworn Statement of Public Entity Crimes, except when it



conflicts with any other contractual provision and the Notice to Proceed, prepared and issued by the CITY. This entire agreement supersedes any and all prior communications, discussions, negotiations, understandings, or agreements, whether written or verbal.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written, in five (5) counterparts, each of which shall for all purposes be deemed an original.

CITY OF PINELLAS PARK  
PINELLAS COUNTY, FLORIDA ATTEST:

Diane M. Corna  
Diane M. Corna, MMC  
(SEAL)

By Sandra L. Bradbury  
Sandra L. Bradbury, Mayor

CONSULTANT ATTESTOR:

Geri Reese  
Geri Reese

Stantec Consulting Services Inc.  
Consultant (Company Name)

Administrative Assistant  
Attestor Title (Print)

By ASG  
Signature of Authorized Officer

(SEAL)  
ASG

Vice President  
(TYPE OR PRINT SIGNATURE)

Approved as to form and correctness:

James W. Denhardt  
City Attorney, James W. Denhardt  
City of Pinellas Park

Approved by City Council: 02-14-2009

## **ATTACHMENT A**

### **TASK ORDER**

This Task Order is made this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between City of Pinellas Park ("CITY") and Stantec Consulting Services Inc. ("CONSULTANT") pursuant to the terms and conditions set forth in the Master Services Agreement with an effective date of \_\_\_\_\_, 20\_\_\_\_, ("Agreement"), which is incorporated into this Task Order by reference.

1. The CONSULTANT Contract Number for this Task Order is \_\_\_\_\_. The CONSULTANT Job Number for this Task Order is \_\_\_\_\_. The CONSULTANT Contract Number and Job Number shall be referenced in each invoice submitted by CONSULTANT to CITY under this Task Order.

2. The Services to be performed by CONSULTANT under this Task Order are as follows:

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3. The Project Schedule is as follows:

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4. The Compensation to be paid to CONSULTANT for the performance of the Services under this Task Order is set forth in Appendix I (Compensation), attached hereto and incorporated herein by reference.

5. Deliverables to be provided under this Task Order are as follows:

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**CITY DESIGNEE**

**CONSULTANT**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## 11 | Page - CONSULTANT CONTRACT



**ATTACHMENT C**

**RATE SCHEDULE**

1. The rates provided below shall be in effect from the date the agreement is signed to December 31, 2019. After December 31, 2019, the below rates will automatically increase by 3% annually.
2. Services, changes, modifications and additional services provided by CONSULTANT's personnel in various labor categories will be billed at the following negotiated hourly rates (inclusive of salary, overhead and fee):

<u>Labor Category</u>	<u>Hourly Rate</u>
Project Director	\$325
Principal	\$275
Project Manager	\$225
Senior Consultant	\$200
Technical Advisor	\$196
Financial Consultant	\$175
Senior Analyst	\$150
Analyst	\$125
GIS Manager	\$185
GIS Analyst	\$134
Admin	\$94

3. Out of pocket expenses will be billed at cost plus 5%.
4. Subcontractor expenses will be billed at cost plus 5%.

## **APPENDIX I**

-1-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

### **CITY OF PINELLAS PARK INSURANCE REQUIREMENTS**

#### **A. GENERAL CONDITIONS**

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the City's Human Resources Department, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Consultant's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Consultant, and also against any of the special hazards which may be encountered in the performance of this contract.

## **APPENDIX I**

-2-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

### **B. LIMITS OF INSURANCE**

#### **GENERAL LIABILITY**

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate  
- \$1,000,000 Products Completed/Operations Aggregate  
- \$1,000,000 Personal and Advertising Injury  
- \$1,000,000 Each Occurrence

#### **PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS**

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$ 1,000,000 General Aggregate  
\$ 1,000,000 Each Occurrence

#### **AUTOMOBILE LIABILITY**

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$ 1,000,000 Combined Single Limit

#### **WORKERS' COMPENSATION**

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation  
\$100,000 Each Accident  
\$500,000 Disease - Policy  
\$100,000 Disease - Each Employee

#### **EXCESS OR UMBRELLA LIABILITY**

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverage, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.

## **APPENDIX I**

**-3-**

**September 11, 2018**

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

Five (5) original signed copies of Certificates of Insurance outlining insurance coverage are to be forwarded to the City's Risk Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

### **C. CERTIFICATE OF INSURANCE**

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:  
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project #RFP 18/011 Stormwater RTE Study Consultant Services (Required for General Liability, Excess / Umbrella Liability)
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park  
ATTN: HUMAN RESOURCES  
5141 78th Avenue North  
Pinellas Park, FL 33781

### **D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In addition to the foregoing insurance requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on following page.



# CERTIFICATE OF LIABILITY INSURANCE

5/1/2019

DATE (MM/DD/YYYY)

1/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C No. Ext):</b>	<b>FAX (A/C No):</b>	
<b>INSURED</b> 1415077 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044 TAMPA, FL - 2248	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A: Zurich American Insurance Company		16535
	INSURER B: Travelers Property Casualty Co of America		25674
	INSURER C: American Guarantee and Liab. Ins. Co.		26247
	INSURER D:		
	INSURER E:		
INSURER F:			

**COVERAGES**      **CERTIFICATE NUMBER:** 15857683      **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO0246172	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2018 5/1/2018 5/1/2018	5/1/2019 5/1/2019 5/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	N	AUC9184637	5/1/2018	5/1/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2018 5/1/2018	5/1/2019 5/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: 224883006 - #RFP 18011 STORMWATER RATE STUDY CONSULTANT SERVICES. CITY OF PINELLAS PARK IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AND THESE COVERAGES ARE PRIMARY, AS REQUIRED BY WRITTEN CONTRACT. THE ADDITIONAL INSUREDS' OWN COVERAGE IS EXCESS OF AND NON-CONTRIBUTORY WITH THE GENERAL LIABILITY, AND ON THE AUTO LIABILITY AS RESPECTS THE USE OF VEHICLES OWNED BY STATNEC CONSULTING SERVICES INC. WHERE REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

15857683  
CITY OF PINELLAS PARK  
ATTENTION: HUMAN RESOURCES  
5141 78TH AVENUE NORTH  
PINELLAS PARK FL 33781

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Joseph M. Agnello*

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# CERTIFICATE OF LIABILITY INSURANCE

10/1/2019

DATE (MM/DD/YYYY)

1/30/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C No. Ext):</b> <b>FAX (A/C No.):</b>	
<b>INSURED</b> 1414100 STANTEC CONSULTING SERVICES, INC. 8211 SOUTH 48TH STREET PHOENIX AZ 85044 TAMPA, FL - 2248	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
	<b>INSURER A:</b> Lloyds of London	
	<b>INSURER B:</b> AIG Specialty Insurance Company	26883
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 15857684 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DED</b> <input type="checkbox"/> <b>RETENTION \$</b>		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX	
A	Professional Liab	N	N	GLOPR1801673	10/1/2018	10/1/2019	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
A				NO RETROACTIVE DATE			
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	\$3,000,000 PER LOSS/AGG

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
RE: 224883006 - #RFP 18011 STORMWATER RATE STUDY CONSULTANT SERVICES.

**CERTIFICATE HOLDER****CANCELLATION**

15857684  
CITY OF PINELLAS PARK  
ATTENTION: HUMAN RESOURCES  
5141 78TH AVENUE NORTH  
PINELLAS PARK FL 33781

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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## APPENDIX I

-4-

PROJECT # RFP 18/011 - Stormwater RTE Study  
Consultant Services

September 11, 2018

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: RFP 18/011 - Stormwater RTE Study - Consultant Services

By this agreement, Statec Consulting Services Inc., hereinafter "CONSULTANT", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONSULTANT, its agents, servants, or employees. Further, CONSULTANT shall be responsible to the City of Pinellas Park for any damages caused by the CONSULTANT'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date January 29<sup>th</sup>, 2019

Consultant Statec Consulting Services Inc.

Address 777 S. Harbour Island Blvd. Suite 600 Tampa, FL 33602

Signature [Signature]

Title Vice President

President, Vice-President, or Treasurer

CORPORATE SEAL

MSB



## APPENDIX II

PUBLIC ENTITY CRIMES  
PAGE - 1

### SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to City of Pinellas Park  
(print name of the public entity)

by Andrew Burnham, Vice President  
(print individual's name and title)

for Stantec Consulting Services Inc.  
(print name of entity submitted sworn statement)

whose business address is:

277 S. Harbour Island Blvd. Suite 600  
Tampa, FL 33602

and (if applicable) its Federal Employer Identification Number (FEIN) is 11-2167170

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime; or
  2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



# APPENDIX II

PUBLIC ENTITY CRIMES  
PAGE - 2

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contract for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies)

☒ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attached a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

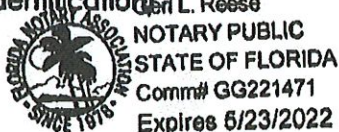
[Signature]  
Signature

Sworn to and subscribed before me this 29<sup>th</sup> day of January, 2019

Personally known ☒

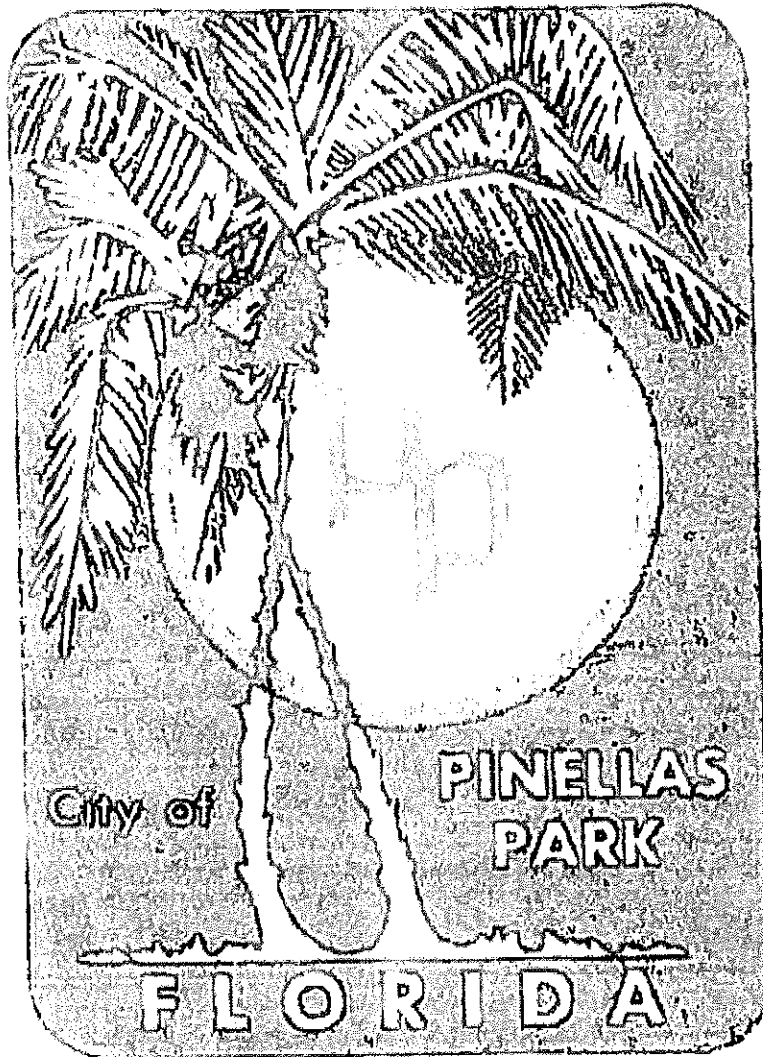
OR Produced Identification ☐ Notary Public - State of Florida

(Type of identification) ari L. Reese My Commission Expires 05/23/2022



Ari L. Reese  
(Printed typed or stamped commissioned name of notary public)

# **CITY OF PINELLAS PARK**



**RFP 18/011**

## **STORMWATER RATE STUDY CONSULTANT SERVICES**

**CONSTRUCTION SERVICES DIVISION**

**RFP**  
**COMPONENT SECTIONS**

**Advertisement for RFP**

**Notice of RFP**

**PROPOSAL RESPONSE – Cover Sheet**

**APPENDIX I – Insurance Specifications**

**APPENDIX II – Public Entity Crimes**

**APPENDIX III – Non-Collusion Affidavit**

**Rate Form**

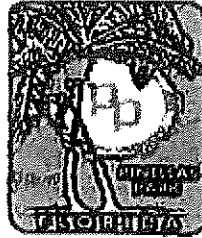
**Standard 330 Form(s)**

**Scope of Services**

City of

# PINELLAS PARK

PURCHASING DIVISION  
P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



FLORIDA

PHONE • (727) 369-5712

FAX • (727) 369-7883

[purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)

## CITY OF PINELLAS PARK ADVERTISEMENT REQUEST FOR PROPOSAL 18/011

Notice is hereby given that the City of Pinellas Park will accept Request for Proposals (RFP) until **3:00 P.M., THURSDAY, OCTOBER 11, 2018** for:

### STORMWATER RATE STUDY CONSULTANT SERVICES

The City is soliciting proposals from interested firm's to perform professional services to prepare a comprehensive Stormwater Rate Study for a 10-year planning period.

It is anticipated that a master contract for utility rate studies and related work will be awarded for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Stormwater Rate Study described herein.

This contract is a continuing services contract that may result in additional work in addition to the Stormwater Rate Study.

Instructions to obtain RFP package:

<http://www.pinellas-park.com/>

Click on Departments and under Finance click on Purchasing. To the left of your screen please click on RFP Documents and then RFP 18/011.

**ALL INQUIRIES(QUESTIONS):** All inquiries MUST be submitted to: [purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)

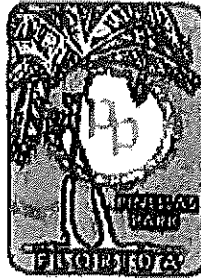
City of Pinellas Park, Purchasing Division

To appear as a FULL RUN in the Tampa Bay Times Friday, SEPTEMBER 21, 2018

City of

# PINELLAS PARK

PURCHASING DIVISION  
P.O. BOX 1100  
PINELLAS PARK, FL 33780-1100



# FLORIDA

PHONE • (727) 389-5712

FAX • (727) 389-7883

[purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)

## CITY OF PINELLAS PARK NOTICE REQUEST FOR PROPOSAL 18/011

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This contract is a continuing services contract that may result in additional work in addition to the Stormwater Rate Study.

**ALL INQUIRIES(QUESTIONS):** All inquiries MUST be submitted to: [purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)

The RFP responses shall be either hand-delivered or delivered by carrier service to the City of Pinellas Park, Purchasing Division, 8000 60<sup>th</sup> Street North, Pinellas Park, FL 33781. Any RFP responses received after the specified time and date will not be considered. Unsealed RFP response envelopes will not be accepted.

**Note: PLAINLY MARK THE FRONT OF YOUR RFP ENVELOPE**  
**"RFP 18/011 – STORMWATER RATE STUDY"**

**ALL RESPONSES MUST BE SEALED – DO NOT EMAIL/FAX/ETC., ANY RESPONSES**

**ALL PROPOSERS MUST SUBMIT ONE(1) ORIGINAL (PAPER HARD COPY) AND SIX COPIES (PAPER HARD COPIES) OF YOUR PROPOSAL AND ANY/ALL REQUESTED FORMS AND ATTACHMENTS.**



**EX PARTE COMMUNICATION CLAUSE**

Please note that to ensure proper and fair evaluation of proposals, upon the initial hand-out of the RFP package the City prohibits ex parte communication initiated by the proposer to any Council Member or Evaluation Committee Member.

*Communication between a proposer and the City will be communicated through the City of Pinellas Park, Purchasing Division only @ [purchasing@pinellas-park.com](mailto:purchasing@pinellas-park.com)*

Ex parte communication may be grounds for disqualifying the offending proposer from consideration or any future proposal.

**FORMS THAT MUST BE COMPLETED AND RETURNED WITHIN YOUR PROPOSAL**

**PROPOSAL RESPONSE COVER SHEET**

Please complete and insert this form in the front of your proposal for RFP 18/011 (Response Cover Sheet is located in front of Appendix I)

The following forms must be completed and inserted within your proposal, under a tab labeled "FORMS"

**INSURANCE REQUIREMENTS**

Please see the City's Insurance and Hold Harmless requirements, listed as Appendix I, which must be submitted with your proposal.

**PUBLIC ENTITY CRIMES**

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide services to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. Please complete Appendix II, Public Entity Crimes Statement, which must be submitted with your proposal.

**NON-COLLUSION CLAUSE**

By offering a submission to the RFP, the proposer certifies the proposer has not divulged to, discussed or compared his/her competitive proposal with other proposers and has not colluded with any other proposers or parties to this competitive proposal whatsoever. Also, the proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal. Please see Non-Collusion Affidavit, Appendix III, which must be submitted with your proposal.

**STANDARD FORM(S) 330**

Please complete these form(s) and place in the form(s) section of your proposal.

## **PROPOSAL EVALUATION AND SELECTION**

The proposals will be evaluated and ranked by the appointed Evaluation Committee according to the criteria set forth in this RFP. Please prepare your proposal responses in the order of the proposal format below to assist the Evaluation Committee in rating your proposal response package. Using the evaluations and rankings as a guide and any/all other obtainable information, the Evaluation Committee will select the proposal which it deems to be in the City's best interest. The Evaluation Committee may require competing firms to make oral presentations of their proposals and to answer specific questions about them. The successful firm will be notified in writing by the City of Pinellas Park.

### **PROPOSAL FORMAT:**

Proposers must respond in the format delineated below.

1. **Firm's capabilities to perform the work:** (20 points)  
Provide a description and history of the firm focusing on the following:
  - a. Number of years in business;
  - b. The sufficiency of financial resources and ability of proposer to perform this contract;
  - c. A statement describing why your firm is the best qualified to provide the desired services;
2. **Firm's or Individual's adequacy of personnel:** (15 points)
  - a. Include a listing of the project manager and all other key staff, by position, to be assigned to provide the required services;
  - b. Provide an organizational chart outlining the methods of operation, operational structure and services;
  - c. This description should fully and completely demonstrate and incorporate a list of personnel, consultants and sub-consultants that will be assigned to this contract. Include any degrees, certifications and specialties with Utilities (Sanitary Sewer, Stormwater, Potable Water, etc.) and Utility Rate Studies regarding the aforementioned utilities, along with any project planning or engineering specialties that these individuals are experienced;
3. **Firm's or Individual's past record:** (17 points)
  - a. Provide a written statement of any past, innovative techniques or methodology that you have used in this type of study that have a proven history of providing responsive and cost effective results on similar studies;
  - b. Provide a recent completed sample report for a similar public entity;
4. **Firm's or Individual's Experience:** (17 points)
  - a. Provide a written statement of your firm's qualifications to perform stormwater rate studies and related services in accordance with this RFP's Scope of Services;

- b. Document knowledge and experience, include references from at least five (5) clients with three (3) of the five clients being located in Florida in which the firm has performed similar work including the contact name, address, e-mail address, telephone number and date of the contract;
5. Firm's or Individual's willingness to meet required time and budget requirements: (10 points)
- a. Approach to this project (sequence of events, estimated time frame, and identification of Consultant's role and City's role in the sequence of events;
- b. Explanation of the ability to accomplish proposed work/sequence of events within a given time frame and budget;  
Example: Estimation of time frame to prepare a Rate Study of this type;  
Estimation of costs involved for a completed Stormwater Rate Study;
6. Firm's or Individual's Location: ( 5 points)
- a. The location of the Firm's/Individual's office/employee's from which the City's Contract will be performed;
7. Firm's or Individual's projected work loads and work previously awarded by the City to the firm's or individual's submitting proposals: ( 3 points)
- a. List current and projected work loads;
- b. List contracts previously awarded by the City of Pinellas Park to your firm;  
For the purpose(s) of considering an equitable distribution of the award of contracts, provided such distribution does not violate the principle of selection of the most highly qualified firms.
8. Firms or Individual's use of local labor or materials/supplies within the City:  
Attach list of businesses considered; (10 points)
9. Firm's or Individual's certification as a MBE (Minority Business Enterprise)/ MWBE (Minority of Women Owned Business): ( 3 points)
- a. Attach Certificates to be considered.

**The last section of your RFP proposal should be the "FORMS" section, which must contain the completed forms requested on page 2 of this Notice.**

Once the Evaluation Committee completes the rating process, an agenda item will be submitted to City Council for negotiations. The successful firm(s) will be notified in writing by the City of Pinellas Park.

**NON-WARRANTY OF SPECIFICATIONS**

Due care and diligence have been exercised in the preparation of this RFP and all information contained herein is believed to be substantially correct. However, the responsibility for determining the full extent of the exposures to risk and verification of all information herein shall rest solely with the proposers. Neither the City nor its representatives shall be responsible for any error or omission in this RFP, nor for the failure on the part of the proposer to determine the full extent of the exposures. The City does not warrant the confidentiality of proposals submitted in response to this Request for Proposal. All proposals are subject to Florida's public records law and must be open to viewing by anyone who requests to see them. Proposers requiring confidentiality should not submit a proposal for this RFP.

All proposals shall be prepared and submitted in accordance with the provisions of this RFP. However, the City may waive any informalities, irregularities, or variances, whether technical or substantial in nature, and/or reject any or all proposals at its discretion. If all such proposals are rejected, then the City of Pinellas Park may, in its discretion, authorize the acceptance of new proposals under such terms and conditions as it deems appropriate. Any proposal may be withdrawn prior to the proposal opening. Once opened, however, no firm may withdraw a proposal for a period of 90 days from the opening date.

Costs of preparation of a response to this request for proposal are solely those of the proposer. The City assumes no responsibility for any such costs incurred by the proposer. The proposer also agrees that the City bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

All proposals shall remain the property of the City of Pinellas Park and none shall be returned.

City of Pinellas Park  
Purchasing Division

**RFP 18/011  
STORMWATER RATE STUDY  
CONSULTANT SERVICES**

**PROPOSAL RESPONSE COVER SHEET**

**PLEASE COMPLETE THIS FORM & ATTACH IT TO THE FRONT OF YOUR PROPOSAL**

---

**(Firm Name)**

**(Signature of Authorized Agent)**

---

**(Print/Type Name and Title of Authorized Agent)**

**(Address)**

---

**(City, State, Zip Code)**

---

**(Telephone Number)**

**(Fax Number)**

---

**(Email Address)**

---

**(Date)**

## **APPENDIX I**

-1-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

### **CITY OF PINELLAS PARK INSURANCE REQUIREMENTS**

#### **A. GENERAL CONDITIONS**

The Consultant shall not commence work under this Contract until all insurance required has been obtained and such insurance has been approved by the City's Human Resources Department, nor shall the Consultant allow any subcontractor to commence work on a subcontract until similar insurance required of the subcontractor has been so obtained and approved.

The cost of all insurance shall be included in the Consultant's bid.

Companies issuing the insurance policy, or policies, shall have no recourse against the City for payment of premium or assessments for any deductibles; all are the sole responsibility of the Consultant.

The Consultant's insurance coverage shall be primary for operations under this contract. Any insurance or self-insurance maintained by the City, its officials, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

The Consultant's policy clause "Other Insurance" shall not apply to any insurance currently held by the City of Pinellas Park, to any such future coverage, or to the City's Self-Insurance Retentions of whatever nature.

The term "City of Pinellas Park" shall include all Authorities, Boards, Bureaus, Commissions, and Individual members; Divisions, Departments, and Offices of the City; the Mayor, Vice Mayor and Councilmen; and employees thereof in their official capacities and/or while acting on behalf of the City of Pinellas Park.

The insurance required shall provide protection for the Consultant and subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by Consultant, and also against any of the special hazards which may be encountered in the performance of this contract.

## **APPENDIX I**

-2-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

### **B. LIMITS OF INSURANCE**

#### **GENERAL LIABILITY**

Type - Commercial General Liability (CGL), Occurrence Basis

Limits - \$2,000,000 General Aggregate  
- \$1,000,000 Products Completed/Operations Aggregate  
- \$1,000,000 Personal and Advertising Injury  
- \$1,000,000 Each Occurrence

#### **PROFESSIONAL LIABILITY - ERRORS AND OMISSIONS**

Type - Professional Liability, Occurrence or Claims Made Basis

Limits - \$ 1,000,000 General Aggregate  
\$ 1,000,000 Each Occurrence

#### **AUTOMOBILE LIABILITY**

Type - Any Auto, Hired autos, and Non-Owned Autos

Limits - \$ 1,000,000 Combined Single Limit

#### **WORKERS' COMPENSATION**

Type - Workers' Compensation and Employer's Liability

Limits - Statutory, Workers' Compensation  
\$100,000 Each Accident  
\$500,000 Disease - Policy  
\$100,000 Disease - Each Employee

#### **EXCESS OR UMBRELLA LIABILITY**

When used to reach minimum limits shown for General Liability and Automobile Liability, the primary (underlying) policy limits shall not be less than \$500,000. The primary policy and any excess or umbrella policies shall be with the same insurance carrier. The coverage shall not be more restrictive than the primary policy coverage, including but not limited to coverage trigger, defense, notice of occurrence/accident/circumstances, and notice of claim and extended reporting period.



## **APPENDIX I**

-3-

September 11, 2018

**PROJECT# RFP 18/011 Stormwater RTE Study  
Consultant Services**

Five (5) original signed copies of Certificates of Insurance outlining insurance coverage are to be forwarded to the City's Risk Human Resources Department for approval prior to beginning any work for the City. The following shall be included in all Certificates of Insurance:

### **C. CERTIFICATE OF INSURANCE**

1. Under heading "DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES" shall read:  
"City of Pinellas Park" is named as an Additional Insured (Owner) as respects the project #RFP 18/011 Stormwater RTE Study Consultant Services (Required for General Liability, Excess / Umbrella Liability)
2. Under heading "CERTIFICATE HOLDER" shall read:

City of Pinellas Park  
ATTN: HUMAN RESOURCES  
5141 78th Avenue North  
Pinellas Park, FL 33781

### **D. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

In addition to the foregoing insurance requirements, the CONSULTANT shall execute and deliver an indemnification and hold harmless agreement to the City as shown on following page.

## APPENDIX I

-4-

PROJECT # RFP 18/011 - Stormwater RTE Study  
Consultant Services

September 11, 2018

### INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

PROJECT/SERVICE CONTRACT NAME: RFP 18/011 - Stormwater RTE Study -  
Consultant Services

By this agreement, \_\_\_\_\_, hereinafter "CONSULTANT", agrees, for a specific consideration, the receipt and sufficiency of which are hereby acknowledged, to indemnify, hold harmless, and/or defend the City of Pinellas Park, its agents and employees, from any and all claims, demands, suits, and actions, including attorney's fees and all costs and expenses of litigation and judgments of every kind brought against the City of Pinellas Park or its agents or employees, as a result of loss, damage, or injury to any person(s) or property occasioned wholly or in part by any act, or failure to act, on the part of the CONSULTANT, its agents, servants, or employees. Further, CONSULTANT shall be responsible to the City of Pinellas Park for any damages caused by the CONSULTANT'S negligence, wrongdoing, misconduct want or need of skill, or default or breach of contract, guarantee or warranty.

Date \_\_\_\_\_

Consultant \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

President, Vice-President, or Treasurer

**CORPORATE SEAL**

**APPENDIX II**

**PUBLIC ENTITY CRIMES  
PAGE - 1**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a),  
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR  
OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitted sworn statement)

whose business address is:

\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_

(If the entity has not FEIN, include the Social Security Number of the individual signing this sworn  
statement: \_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

1. A predecessor or successor of a person convicted of a public entity crime; or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

## APPENDIX II

PUBLIC ENTITY CRIMES  
PAGE - 2

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6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement (Indicate which statement applies)

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of its officers directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1(ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Personally known \_\_\_\_\_

OR Produced identification \_\_\_\_\_ Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
(Type of identification) My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

**APPENDIX III  
NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_)

County of \_\_\_\_\_)

\_\_\_\_\_, being first duly sworn, deposes and says

that he is \_\_\_\_\_ of \_\_\_\_\_.

The party making the foregoing Proposal or Bid; that such Proposal/Bid is genuine and not collusive or sham; that said proposer/bidder is not financially interested in or otherwise affiliated in a business way with any other proposer/bidder on the same contract; that said proposer/bidder has not colluded, conspire, connived, or agreed, directly or indirectly, with any other proposers/bidders or person, to put in a sham proposal/bid or that such person shall refrain from proposing/bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person to fix the proposal/bid or affiant or any other proposer/bidder, or to fix any overhead, profit or cost element of said proposal/bid, or that of any other proposer/bidder, or to secure any advantage against the City of Pinellas Park, Florida, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such proposer/bidder has not directly or indirectly submitted this proposal/bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
Affiant

Sworn to and subscribed to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Notary Public



**RFP 18/011**  
**STORMWATER RATE STUDY CONSULTANT SERVICES**

**SAMPLE  
RATE  
FORM**

- |                                                                                                                                                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>1. Firm's or Individual's capabilities to perform the work; (20 points)</p>                                                                                                                                                                    |  |
| <p>2. Firm's or Individual's adequacy of Personnel; (15 points)</p>                                                                                                                                                                               |  |
| <p>3. Firm's or Individual's past record; (17 points)</p>                                                                                                                                                                                         |  |
| <p>4. Firm's or Individual's experience; (17 points)</p>                                                                                                                                                                                          |  |
| <p>5. Firm's or Individual's willingness to meet required time and budget requirements; (10 points)</p>                                                                                                                                           |  |
| <p>6. Firm's or Individual's location; ( 5 points)</p>                                                                                                                                                                                            |  |
| <p>7. Firm's or Individual's projected work loads and work previously awarded by the City to all Firm's or Individuals submitting proposals, for the purpose of considering an equitable distribution of the award of contracts ; ( 3 points)</p> |  |
| <p>8. Firm's or individual's use of local labor or materials/supplies within the City of Pinellas Park; (10 points)</p>                                                                                                                           |  |
| <p>9. Firm's or Individual's as an MBE (Minority Business Enterprise)/MWBE (Minority of Women Owned Business); ( 3 points)</p>                                                                                                                    |  |

**TOTAL**

## ARCHITECT-ENGINEER QUALIFICATIONS

OMB No.: 9000-0157  
Expires: 10/31/2014

Public reporting burden for this collection of information is estimated to average a total of 29 hours per response (25 hours for Part 1 and 4 hours for Part 2), including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVA), Regulatory and Federal Assistance Publications Division, GSA, Washington, DC 20405.

### PURPOSE

Federal agencies use this form to obtain information from architect-engineer (A-E) firms about their professional qualifications. Federal agencies select firms for A-E contracts on the basis of professional qualifications as required by the Brooks A-E Act (40 U.S.C. 1101 - 1104) and Part 36 of the Federal Acquisition Regulation (FAR).

The Brooks A-E Act requires the public announcement of requirements for A-E services (with some exceptions provided by other statutes), and the selection of at least three of the most highly qualified firms based on demonstrated competence and professional qualifications according to specific criteria published in the announcement. The Act then requires the negotiation of a contract at a fair and reasonable price starting first with the most highly qualified firm.

The information used to evaluate firms is from this form and other sources, including performance evaluations, any additional data requested by the agency, and interviews with the most highly qualified firms and their references.

### GENERAL INSTRUCTIONS

Part I presents the qualifications for a specific contract.

Part II presents the general qualifications of a firm or a specific branch office of a firm. Part II has two uses:

1. An A-E firm may submit Part II to the appropriate central, regional or local office of each Federal agency to be kept on file. A public announcement is not required for certain contracts, and agencies may use Part II as a basis for selecting at least three of the most highly qualified firms for discussions prior to requesting submission of Part I. Firms are encouraged to update Part II on file with agency offices, as appropriate, according to FAR Part 36. If a firm has branch offices, submit a separate Part II for each branch office seeking work.

2. Prepare a separate Part II for each firm that will be part of the team proposed for a specific contract and submitted with Part I. If a firm has branch offices, submit a separate Part II for each branch office that has a key role on the team.

### INDIVIDUAL AGENCY INSTRUCTIONS

pages submitted in Part I in response to a public announcement for a particular project. Carefully comply with any agency instructions when preparing and submitting this form. Be as concise as possible and provide only the information requested by the agency.

### DEFINITIONS

**Architect-Engineer Services:** Defined in FAR 2.101.

**Branch Office:** A geographically distinct place of business or subsidiary office of a firm that has a key role on the team.

**Discipline:** Primary technical capabilities of key personnel, as evidenced by academic degree, professional registration, certification, and/or extensive experience.

**Firm:** Defined in FAR 36.102.

**Key Personnel:** Individuals who will have major contract responsibilities and/or provide unusual or unique expertise.

### SPECIFIC INSTRUCTIONS

**Part I - Contract-Specific Qualifications**

**Section A. Contract Information.**

1. **Title and Location.** Enter the title and location of the contract for which this form is being submitted, exactly as shown in the public announcement or agency request.

2. **Public Notice Date.** Enter the posted date of the agency's notice on the Federal Business Opportunity website (FedBizOpps), other form of public announcement or agency request for this contract.

3. **Solicitation or Project Number.** Enter the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request for this contract.

#### **Section B. Architect-Engineer Point of Contact.**

4-6. **Name, Title, Name of Firm, Telephone Number, Fax (Facsimile) Number and E-mail (Electronic Mail) Address.** Provide information for a representative of the prime contractor or joint venture that the agency can contact for additional information.

Individual agencies may supplement these instructions. For example, they may limit the number of projects or number of

14. **Years Experience.** Total years of relevant experience (block 14a), and years of relevant experience with current firm, but not necessarily the same branch office (block 14b).

15. **Firm Name and Location.** Name, city and state of the firm where the person currently works, which must correspond with one of the firms (or branch office of a firm, if appropriate) listed in Section C.

16. **Education.** Provide information on the highest relevant academic degree(s) received. Indicate the area(s) of specialization for each degree.

17. **Current Professional Registration.** Provide information on current relevant professional registration(s) in a State or possession of the United States, Puerto Rico, or the District of Columbia according to FAR Part 36.

18. **Other Professional Qualifications.** Provide information on

#### **AUTHORIZED FOR LOCAL REPRODUCTION**

#### **Section C. Proposed Team.**

9-11. **Firm Name, Address, and Role in This Contract.** Provide the contractual relationship, name, full mailing address, and a brief description of the role of each firm that will be involved in performance of this contract. List the prime contractor or joint venture partners first. If a firm has branch offices, indicate each individual branch office that will have a key role on the team. The named subcontractors and outside associates or consultants must be used, and any change must be approved by the contracting officer. (See FAR Part 62 Clause "Subcontractors and Outside Associates and Consultants (Architect-Engineer Services)"). Attach an additional sheet in the same format as Section C if needed.

#### **Section D. Organizational Chart of Proposed Team.**

As an attachment after Section C, present an organizational chart of the proposed team showing the names and roles of all key personnel listed in Section E and the firm they are associated with as listed in Section C.

#### **Section E. Resumes of Key Personnel Proposed for This Contract.**

Complete this section for each key person who will participate in this contract. Group by firm, with personnel of the prime contractor or joint venture partner firms first. The following blocks must be completed for each resume:

12. **Name, Self-explanatory.**

13. **Role in This Contract. Self-explanatory.**

#### **(8/2004) PAGE 1 OF INSTRUCTIONS** **Prescribed by GSA - FAR (48 CFR) 53.236-2(b)**

19. **Relevant Projects.** Provide information on up to five projects in which the person had a significant role that demonstrates the person's capability relevant to her/his proposed role in this contract. These projects do not necessarily have to be any of the projects presented in Section F for the project team if the person was not involved in any of those projects or the person worked on other projects that were more relevant than the team projects in Section F. Use the check box provided to indicate if the project was performed with any office of the current firm. If any of the professional services or construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description and Specific Role (block (3)).

#### **Section F. Example Projects Which Best Illustrate Proposed Team's Qualifications for This Contract.**

Select projects where multiple team members worked together, if possible, that demonstrate the team's capability to perform work similar to that required for this contract. Complete one Section F for each project. Present ten projects, unless otherwise specified by the agency. Complete the following blocks for each project:

20. **Example Project Key Number.** Start with "1" for the first project and number consecutively.

21. **Title and Location.** Title and location of project or contract. For an indefinite delivery contract, the location is the geographic scope of the contract.

22. **Year Completed.** Enter the year completed of the professional services (such as planning, engineering study, design, or surveying), and/or the year completed of construction,

If applicable. If any of the professional services or the construction projects are not complete, leave Year Completed blank and indicate the status in Brief Description of Project and Relevance to This Contract (block 24).

**23a. Project Owner.** Project owner or user, such as a government agency or installation, an institution, a corporation or private individual.

**23b. Point of Contact Name.** Provide name of a person associated with the project owner or the organization which contracted for the professional services, who is very familiar with the project and the firm's (or firms') performance.

**23c. Point of Contact Telephone Number Self-explanatory.**

**24. Brief Description of Project and Relevance to This Contract.** Indicate scope, size, cost, principal elements and special features of the project. Discuss the relevance of the example project to this contract. Enter any other information any other professional qualifications relating to this contract, such as education, professional registration, publications, organizational memberships, certifications, training, awards, and foreign language capabilities. requested by the agency for each example project.

**25. Firms from Section C Involved with This Project.** Indicate which firms (or branch offices, if appropriate) on the project team were involved in the example project, and their roles. List in the same order as Section C.

#### **Section G. Key Personnel Participation in Example Projects.**

This matrix is intended to graphically depict which key personnel identified in Section E worked on the example projects listed in Section F. Complete the following blocks (see example below).

**26. and 27. Names of Key Personnel and Role in This Contract.** List the names of the key personnel and their proposed roles in this contract in the same order as they appear in Section E.

**28. Example Projects Listed in Section F.** In the column under each project key number (see block 28) and for each key person, place an "X" under the project key number for participation in the same or similar role.

**29. Example Projects Key.** List the key numbers and titles of the example projects in the same order as they appear in Section F.

#### **Section H. Additional Information.**

**30.** Use this section to provide additional information specifically requested by the agency or to address selection criteria that are not covered by the information provided in Sections A-G.

#### **Section I. Authorized Representative.**

**31. and 32. Signature of Authorized Representative and Date.** An authorized representative of a joint venture or the prime contractor must sign and date the completed form. Signing attests that the information provided is current and factual, and that all firms on the proposed team agree to work on the project. Joint ventures selected for negotiations must make available a statement of participation by a principal of each member of the joint venture.

33. Name and Title. Self-explanatory.

**SAMPLE ENTRIES FOR SECTION G (MATRIX)**

PERSONNEL (From Section E, Block 12)	CONTRACT (From Section E, Block 13)	(Fill in "Example Projects Key" section below first, before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Jane A. Smith	Chief Architect	X		X							
Joseph B. Williams	Chief Mech. Engineer	X	X	X	X						
Tara C. Donovan	Chief Elec. Engineer	X	X		X						
26. NAMES OF KEY	27. ROLE IN THIS	28. EXAMPLE PROJECTS LISTED IN SECTION F									

**29. EXAMPLE PROJECTS KEY**

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	Federal Courthouse, Denver, CO	6	XYZ Corporation Headquarters, Boston, MA
2	Justin J. Wilson Federal Building, Baton Rouge, LA	7	Founder's Museum, Newport RI



## Part II - General Qualifications

See the "General Instructions" on page 1 for firms with branch offices. Prepare Part II for the specific branch office seeking work if the firm has branch offices.

1. **Solicitation Number.** If Part II is submitted for a specific contract, insert the agency's solicitation number and/or project number, if applicable, exactly as shown in the public announcement or agency request.

2a-2e. **Firm (or Branch Office) Name and Address.** Self-explanatory.

3. **Year Established.** Enter the year the firm (or branch office, if appropriate) was established under the current name.

4. **DUNS Number.** Insert the Data Universal Numbering System number issued by Dun and Bradstreet Information Services. Firms must have a DUNS number. See FAR Part 4.6.

5. **Ownership.**

a. **Type.** Enter the type of ownership or legal structure of the firm (sole proprietor, partnership, corporation, joint venture, etc.).

b. **Small Business Status.** Refer to the North American Industry Classification System (NAICS) code in the public announcement, and indicate if the firm is a small business according to the current size standard for that NAICS code (for example, Engineering Services (part of NAICS 541330), Architectural Services (NAICS 541310), Surveying and Mapping Services (NAICS 541370)). The small business categories and the Internet website for the NAICS codes appear in FAR Part 19. Contact the requesting agency for any questions. Contact your local U.S. Small Business Administration office for any questions regarding Business Status.

6a-6c. **Point of Contact.** Provide this information for a representative of the firm that the agency can contact for additional information. The representative must be empowered to speak on contractual and policy matters.

7. **Name of Firm.** Enter the name of the firm if Part II is prepared for a branch office.

8a-8c. **Former Firm Names.** Indicate any other previous names for the firm (or branch office) during the last six years. Insert the year that this corporate name change was effective and the associated DUNS Number. This information is used to review past performance on Federal contracts.

### List of Disciplines (Function Codes)

9. **Employees by Discipline.** Use the relevant disciplines and associated function codes shown at the end of these instructions and list in the same numerical order. After the listed disciplines, write in any additional disciplines and leave the function code blank. List no more than 20 disciplines. Group remaining employees under "Other Employees" in column b. Each person can be counted only once according to his/her primary function. If Part II is prepared for a firm (including all branch offices), enter the number of employees by disciplines in column c(1). If Part II is prepared for a branch office, enter the number of employees by discipline in column c(2) and for the firm in column c(1).

10. **Profile of Firm's Experience and Annual Average Revenue for Last 5 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the experience categories which most accurately reflect the firm's technical capabilities and project experience. Use the relevant experience categories and associated profile codes shown at the end of these instructions, and list in the same numerical order. After the listed experience categories, write in any unlisted relevant project experience categories and leave the profile codes blank. For each type of experience, enter the appropriate revenue index number to reflect the professional services revenues received annually (averaged over the last 5 years) by the firm or branch office for performing that type of work. A particular project may be identified with one experience category or it may be broken into components, as best reflects the capabilities and types of work performed by the firm. However, do not double count the revenues received on a particular project.

11. **Annual Average Professional Services Revenues of Firm for Last 3 Years.** Complete this block for the firm or branch office for which this Part II is prepared. Enter the appropriate revenue index numbers to reflect the professional services revenues received annually (averaged over the last 3 years) by the firm or branch office. Indicate Federal work (performed directly for the Federal Government, either as the prime contractor or subcontractor), non-Federal work (all other domestic and foreign work, including Federally-assisted projects), and the total. If the firm has been in existence for less than 3 years, see the definition for "Annual Receipts" under FAR 19.101.

12. **Authorized Representative.** An authorized representative of the firm or branch office must sign and date the completed form. Signing attests that the information provided is current and factual. Provide the name and title of the authorized representative who signed the form.

Code	Description
01	Acoustical Engineer
02	Administrative
03	Aerial Photographer
04	Aeronautical Engineer
05	Archeologist
06	Architect
07	Biologist
08	CADD Technician
09	Cartographer
10	Chemical Engineer
11	Chemist
12	Civil Engineer
13	Communications Engineer
14	Computer Programmer
15	Construction Inspector
16	Construction Manager
17	Corrosion Engineer
18	Cost Engineer/Estimator
19	Ecologist
20	Economist
21	Electrical Engineer
22	Electronics Engineer
23	Environmental Engineer
24	Environmental Scientist
25	Fire Protection Engineer
26	Forensic Engineer
27	Foundation/Geotechnical Engineer
28	Geodetic Surveyor
29	Geographic Information System Specialist
30	Geologist
31	Health Facility Planner

Code	Description
32	Hydraulic Engineer
33	Hydrographic Surveyor
34	Hydrologist
35	Industrial Engineer
36	Industrial Hygienist
37	Interior Designer
38	Land Surveyor
39	Landscape Architect
40	Materials Engineer
41	Materials Handling Engineer
42	Mechanical Engineer
43	Mining Engineer
44	Oceanographer
45	Photo Interpreter
46	Photogrammetrist
47	Planner: Urban/Regional
48	Project Manager
49	Remote Sensing Specialist
50	Risk Assessor
51	Safety/Occupational Health Engineer
52	Sanitary Engineer
53	Scheduler
54	Security Specialist
55	Soils Engineer
56	Specifications Writer
57	Structural Engineer
58	Technician/Analyst
59	Toxicologist
60	Transportation Engineer
61	Value Engineer
62	Water Resources Engineer

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## List of Experience Categories (Profile Codes)

---

Code	Description	Code	Description
A01	Acoustics, Noise Abatement	E01	Ecological & Archeological Investigations
A02	Aerial Photography, Airborne Data and Imagery Collection and Analysis	E02	Educational Facilities; Classrooms
A03	Agricultural Development, Grain Storage, Farm Mechanization	E03	Electrical Studies and Design
A04	Air Pollution Control	E04	Electronics
A05	Airports; Navais. Airport Lighting, Aircraft Fueling	E05	Elevators; Escalators; People-Movers
A06	Airports; Terminals and Hangars; Freight Handling	E06	Embassies and Chanceries
A07	Arctic Facilities	E07	Energy Conservation; New Energy Sources
A08	Animal Facilities	E08	Engineering Economics
A09	Anti-Terrorism/Force Protection	E09	Environmental Impact Studies, Assessments or Statements
A10	Asbestos Abatement	E10	Environmental and Natural Resource Mapping
A11	Auditoriums & Theaters	E11	Environmental Planning
A12	Automation; Controls, Instrumentation	E12	Environmental Remediation
		E13	Environmental Testing and Analysis
B01	Barracks, Dormitories	F01	Fallout Shelters; Blast-Resistant Design
B02	Bridges	F02	Field Houses; Gyms; Stadiums
C01	Cartography	F03	Fire Protection
C02	Cemeteries ( <i>Planning &amp; Relocation</i> )	F04	Fisheries; Fish ladders
C03	Charting Nautical and Aeronautical	F05	Forensic Engineering
C04	Chemical Processing & Storage	F06	Forestry & Forest products
C05	Child Care/Development Facilities	G01	Garages; Vehicle Maintenance Facilities; Parking Decks
C06	Churches, Chapels	G02	Gas Systems (Propane; Natural, Etc.)
C07	Coastal Engineering	G03	Geodetic Surveying; Ground and Air-borne
C08	Codes, Standards, Ordinances	G04	Geographic Information System Services; Development, Analysis, and Data Collection
C09	Cold Storage; Refrigeration and Fast Freeze	G05	Geospatial Data Conversion; Scanning, Digitizing, Compilation, Attributing, Scribing, Drafting
C10	Commercial Building ( <i>low rise</i> ) ; Shopping Centers	G06	Graphic Design
C11	Community Facilities	H01	Harbors; Jetties; Piers, Ship Terminal Facilities
C12	Communications Systems; TV; Microwave	H02	Hazardous Materials Handling and Storage
C13	Computer Facilities; Computer Service	H03	Hazardous, Toxic, Radioactive Waste Remediation
C14	Conservation and Resource Management	H04	Heating; Ventilating; Air Conditioning
C15	Construction Management	H05	Health Systems Planning
C16	Construction Surveying	H06	Highrise; Air-Rights-Type Buildings
C17	Corrosion Control; Cathodic Protection; Electrolysis	H07	Highways; Streets; Airfield Paving; Parking Lots
C18	Cost Estimating; Cost Engineering and Analysis; Parametric Costing; Forecasting	H08	Historical Preservation
C19	Cryogenic Facilities	H09	Hospital & Medical Facilities
D01	Dams ( <i>Concrete; Arch</i> )	H10	Hotels; Motels
D02	Dams ( <i>Earth; Rock</i> ); Dikes; Levees	H11	Housing ( <i>Residential, Multi-Family, Apartments; Condominiums</i> )
D03	Desalination ( <i>Process &amp; Facilities</i> )	H12	Hydraulics & Pneumatics
D04	Design-Build - Preparation of Requests for Proposals	H13	Hydrographic Surveying
D05	Digital Elevation and Terrain Model Development		
D06	Digital Orthophotography		
D07	Dining Halls; Clubs; Restaurants		
D08	Dredging Studies and Design		

List of Experience Categories (Profile Codes)

Code	Description	Code	Description
I01	Industrial Buildings; Manufacturing Plants	P09	Product, Machine Equipment Design
I02	Industrial Processes; Quality Control	P10	Pneumatic Structures, Air-Support Buildings
I03	Industrial Waste Treatment	P11	Postal Facilities
I04	Intelligent Transportation Systems	P12	Power Generation, Transmission, Distribution
I05	Interior Design; Space Planning	P13	Public Safety Facilities
I06	Irrigation; Drainage		
J01	Judicial and Courtroom Facilities	R01	Radar; Sonar; Radio & Radar Telescopes
L01	Laboratories; Medical Research Facilities	R02	Radio Frequency Systems & Shieldings
L02	Land Surveying	R03	Railroad; Rapid Transit
L03	Landscape Architecture	R04	Recreation Facilities (Parks, Marinas, Etc.)
L04	Libraries; Museums; Galleries	R05	Refrigeration Plants/Systems
L05	Lighting (Interior; Display; Theater, Etc.)	R06	Rehabilitation (Buildings; Structures; Facilities)
L06	Lighting (Exteriors; Streets; Memorials; Athletic Fields, Etc.)	R07	Remote Sensing
M01	Mapping Location/Addressing Systems	R08	Research Facilities
M02	Materials Handling Systems; Conveyors; Sorters	R09	Resources Recovery; Recycling
M03	Metallurgy	R10	Risk Analysis
M04	Microclimatology; Tropical Engineering	R11	Rivers; Canals; Waterways; Flood Control
M05	Military Design Standards	R12	Roofing
M06	Mining & Mineralogy	S01	Safety Engineering; Accident Studies; OSHA Studies
M07	Missile Facilities (Silo; Fuels; Transport)	S02	Security Systems; Intruder & Smoke Detection
M08	Modular Systems Design; Pre-Fabricated Structures or Components	S03	Seismic Designs & Studies
		S04	Sewage Collection, Treatment and Disposal
N01	Naval Architecture; Off-Shore Platforms	S05	Soils & Geologic Studies; Foundations
N02	Navigation Structures; Locks	S06	Solar Energy Utilization
N03	Nuclear Facilities; Nuclear Shielding	S07	Solid Wastes; Incineration; Landfill
O01	Office Buildings; Industrial Parks	S08	Special Environments; Clean Rooms, Etc.
O02	Oceanographic Engineering	S09	Structural Design; Special Structures
O03	Ordnance; Munitions; Special Weapons	S10	Surveying; Platting; Mapping; Flood Plain Studies
		S11	Sustainable Design
P01	Petroleum Exploration; Refining	S12	Swimming Pools
P02	Petroleum and Fuel (Storage and Distribution)	S13	Storm Water Handling & Facilities
P03	Photogrammetry	T01	Telephone Systems (Rural; Mobile; Intercom, Etc.)
P04	Pipelines (Cross-Country - Liquid & Gas)	T02	Testing & Inspection Services
P05	Planning (Community, Regional, Area-wide and State)	T03	Traffic & Transportation Engineering
P06	Planning (Site, Installation, and Project)	T04	Topographic Surveying and Mapping
P07	Plumbing & Piping Design	T05	Towers (Self-Supporting & Guyed Systems)
P08	Prisons & Correctional Facilities	T06	Tunnels & Subways



## List of Experience Categories (Profile Codes)

Code	Description
U01	Unexploded Ordnance Remediation
U02	Urban Renewals Community Development
U03	Utilities (Gas and Steam)
V01	Value Analysis Life-Cycle Costing
W01	Warehouses & Depots
W02	Water Resources Hydrology; Ground Water
W03	Water Supply, Treatment and Distribution
W04	Wind Tunnels; Research/Testing Facilities Design
Z01	Zoning; Land Use Studies



# ARCHITECT - ENGINEER QUALIFICATIONS

## PART I - CONTRACT-SPECIFIC QUALIFICATIONS

### A. CONTRACT INFORMATION

1 TITLE AND LOCATION (City and State)

2 PUBLIC NOTICE DATE

3 SOLICITATION OR PROJECT NUMBER

### B. ARCHITECT-ENGINEER POINT OF CONTACT

4 NAME AND TITLE

5 NAME OF FIRM

6 TELEPHONE NUMBER

7 FAX NUMBER

8 E-MAIL ADDRESS

### C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

(Check)				9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
PRIME	J-V	PARTNER	SUBCON-TRACTOR			
a.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
b.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
c.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
d.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
e.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		
f.				<input type="checkbox"/> CHECK IF BRANCH OFFICE		

**D. ORGANIZATIONAL CHART OF PROPOSED TEAM**

☐ (Attached)

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**E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT**

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
		b. TOTAL	b. WITH CURRENT FIRM
15. FIRM NAME AND LOCATION (City and State)			
16. EDUCATION (DEGREE AND SPECIALIZATION)		17. CURRENT PROFESSIONAL REGISTRATION (STATE AND DISCIPLINE)	

18. OTHER PROFESSIONAL QUALIFICATIONS (Publications, Organizations, Training, Awards, etc.)

**19. RELEVANT PROJECTS**

a. (1) TITLE AND LOCATION (City and State)	(2) YEAR COMPLETED

		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	
(1) TITLE AND LOCATION (City and State)		(2) YEAR COMPLETED	
		PROFESSIONAL SERVICES	CONSTRUCTION (if applicable)
(3) BRIEF DESCRIPTION (Brief scope, size, cost, etc.) AND SPECIFIC ROLE		Check if project performed with current firm	

<b>F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT</b> (Present as many projects as requested by the agency or 10 projects, if not specified. Complete one Section F for each project.)		20 EXAMPLE PROJECT KEY NUMBER
21 TITLE AND LOCATION (City and State)		22 YEAR COMPLETED
		PROFESSIONAL SERVICES CONSTRUCTION (if applicable)
23 PROJECT OWNER'S INFORMATION		
a. PROJECT OWNER	b. POINT OF CONTACT NAME	c. POINT OF CONTACT TELEPHONE NUMBER

a.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
b.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
c.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
d.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
e.	(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE



(1) FIRM NAME	(2) FIRM LOCATION (City and State)	(3) ROLE
f.		

**24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT**  
*(include scope, size, and cost)*

**25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT**

## G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

[illegible]

## 29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1		6	
2		7	
3		8	
4		9	

5

10

STANDARD FORM 330 (6/2004) PAGE 4

H. ADDITIONAL INFORMATION

30 PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY ATTACH ADDITIONAL SHEETS AS NEEDED

**I. AUTHORIZED REPRESENTATIVE**  
The foregoing is a statement of facts

31 SIGNATURE

32 DATE

33 NAME AND TITLE

## 1. SOLICITATION NUMBER (If any)

**(If a firm has branch offices, complete for each specific branch office seeking work.)**

[illegible]

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS (Insert revenue index number shown at right)		PROFESSIONAL SERVICES REVENUE INDEX NUMBER	
a. Federal Work		1. Less than \$100,000	6. \$2 million to less than \$5 million
b. Non-Federal Work		2. \$100,000 to less than \$250,000	7. \$5 million to less than \$10 million
c. Total Work		3. \$250,000 to less than \$500,000	8. \$10 million to less than \$25 million
		4. \$500,000 to less than \$1 million	9. \$25 million to less than \$50 million
		5. \$1 million to less than \$2 million	10. \$50 million or greater

a. SIGNATURE		b. DATE
c. NAME AND TITLE		

**RFP 18/011**  
**STORMWATER RATE STUDY**

**SCOPE OF PROFESSIONAL SERVICES**

The City of Pinellas Park, Florida is located in Pinellas County. The City provides stormwater services to approximately 53,000 residents.

The City desires to retain the services of a professional utility ratemaking consultant to perform a comprehensive Stormwater Rate Study. It is anticipated that a master contract for utility rate studies and related work will be awarded for one (1), three (3) year contract period, with the option to renew this agreement for up to three (3) additional contract periods, at three (3) years per period. Task orders for specific assignments will be authorized under the terms of the contract, the first of which will be the Stormwater Rate Study described herein.

**Current Rates**

Stormwater rates are charged at a flat rate per equivalent residential or commercial unit. The City's current rate structure is available on the City's website within the Municipal Code.

Stormwater rates are charged at a flat rate per equivalent residential or non-residential unit. The City's Stormwater Utility Fee Ordinance can be found under Sec. #10-133 of the Florida Muni- Code Library at:

<http://library.municode.com/fl/pinellas-park/codes/codeofordinances?nodeId=CO>

The City's current rate structure is available on the City's website at  
<http://www.pinellas-park.com/611/Sewer-Other-Rates>

**SECTION 1. GENERAL SCOPE STATEMENT**

**Scope of Services**

The first task will be to conduct a comprehensive Stormwater Rate Study. The Consultant should be able to conduct a detailed utility rate study providing justifiable and equitable methodologies for appropriate user fees that are adequate to fully fund the expenses associated with utility system operations (including General Fund Administration), Renewal & Replacement and Capital Improvements through Fiscal Year ending September 2030.

**Task #1 - Stormwater Rate Study:**

1. **Revenue Sufficiency Analysis** - Conduct a five (5) year revenue sufficiency analysis, including the development of a projection of stormwater rate revenue requirements and required stormwater rate revenue increases that are needed in each year of the projection period to fund all stormwater system requirements, including capital expenditures.



2. Specific Rates - Develop specific stormwater rates to meet the City's rate policy objectives, comply with generally accepted rate making practices and provide the required stormwater rate revenues identified in the revenue sufficiency analysis of Item 1 above.
3. Customer Impact Analysis - Perform an analysis of the impact of proposed stormwater rates upon the customers of the system(s).
4. Comparative Rate Survey - Prepare a comparative analysis of the impact of the City's current and proposed stormwater rates upon typical customers' monthly billing to other utilities in the Pinellas County/Tampa Bay region.
5. Rate Resolution/Ordinance - Assist in the development of stormwater rate resolutions and/or ordinances to enact the proposed rates, assuming adoption by the City.
6. Commission Workshop/Hearings - Attend one (1) workshop with the City Council and at least two (2) public meetings for adoption stormwater rates.
7. Any and all other work necessary to accurately complete this Stormwater Rate Study.

## **SECTION 2. TASKS**

Pursuant to the GENERAL SCOPE STATEMENT above, the successful Consultant ("Respondent") shall perform all services and/or work necessary to complete the following task and/or provide the following item(s):

### **1.00 BACKGROUND DEVELOPMENT**

Utility rate modeling, and associated long-range forecasting of revenue and expenses, necessitates careful scrutiny of available data upon which a study is predicated so that the model can be implemented with confidence and with reasonable certainty of fairness and equity. Validation of accepted policies, practices and procedures to ensure model reliability, predictability and rate stability over the long term is essential for model usefulness. Accordingly, the Consultant shall meet with City staff to review and discuss available documentation including, but not limited to, Utility Billing records, historical budget documents and audit reports, ordinances, policies, operation and maintenance practices, General Fund reimbursement formula, etc.

**Validation:** Specifically, the Consultant shall review, analyze and validate the reasonableness of the following:

- Current methodology used to justify payments to the General Fund for services rendered to the Stormwater Enterprise funds
- Current Stormwater Fund Renewal/Replacement Funding Methodology, considering long-term capital improvement needs, debt service opportunities and associated funding sources/levels
- Current operating revenues/expenses

- Current conservation strategies, and
- Current fee structure

**Operational Opportunities:** Specifically, the Consultant shall perform the following:

- Compare and contrast the City's operational revenues/costs with other municipal/county operations (preferably Florida) of comparative size and treatment levels/processes to identify areas for potential improvement.
- The Consultant shall review and compare the prevailing rates and charges of neighboring and/or similar utilities, review operating costs in relations to revenue for unusual trends.
- Prepare an Itemized list, with associated dollars so identified, of opportunities for revenue enhancement.

**Key Assumptions:** Specifically, the Consultant shall provide a formal listing of key assumptions (or policies) to be applied to the utility rate study. The assumptions shall be reviewed, modified (if necessary) and applied upon receipt of the City's concurrence.

**Reporting:** The Consultant shall present the findings in the rate study final report in a clear and concise manner. Revenue enhancement opportunities shall be thoroughly described including the means and methods for their capture. The report should include detailed recommendations for changes, if any, to current practices and/or procedures to improve stormwater financial self-sufficiency. The Consultant shall provide a schedule for timely and coordinated execution of all essential aspects of the report per the Time Schedule set forth in Section 5 below.

The City has an adopted financial policy that enterprise funds are self-supporting. The City seeks to establish stormwater rates that cover the true cost of providing stormwater service to customers, maintains positive working capital and positive cash balances as well as meets debt service requirements, O&M costs, R&R costs and capital improvements needs. In doing so, the proposed rate structure shall ensure an equitable effect of all charges on future and current users.

The Consultant is to present three alternatives (based on variations in Inputs: Penny, R&R, etc.) displaying stormwater rate structures sufficient to meet the City's financial responsibilities through September 2030, to include any alternative revenue enhancements. The Consultant shall provide net operating statements for the stormwater functions through September 2030 applying the City's current budget format. The net operating statements shall reflect the debt covenant ratio and any adjustments needed to derive said ratio. The Consultant shall provide cash positions at the end of each fiscal year. These are minimum requirements; the City is willing to entertain other options.

**General Issues for Consideration:** The Consultant shall include the following criteria in preparation of the rate study.

- Establishment of an Enterprise Fund Standard (self-supporting)

The Consultant shall project stormwater service parameters for the next ten (10) years, including current and future customer use patterns. The Consultant shall perform a financial sensitivity analysis on utility operations taking into account such factors as capital program implementation, regulatory changes, use or loss of Penny for Pinellas as a revenue source for capital projects, and other such issues that may cause a need to review financial policies. The Consultant shall forecast annual revenue requirements for the stormwater system for planning and rate evaluation purposes and provide recommendations for a utility rate implementation schedule should a phased or staggered increase be desirable.

**Support Services:** The City will provide copies of annual budgets, audits, operating and maintenance expenses, long-range strategic plans, capital improvement plans and other information of value for the preparation of the study. Appropriate City staff will be made available for interviews and to gather data the Consultant determines is essential in creating the mathematical rate calculating model and final written report.

**Additional Services:** The City may request the Consultant to complete additional tasks or projects on the same rates and terms, as may be requested by the City throughout the term of the contract awarded from this RFP. The requirements for future tasks or projects, including project deliverables, reporting requirements, and a timeline for completion of any additional tasks will be provided in detail with the City's request(s) for additional services. Nothing contained within this RFP shall be construed as a representation or guarantee that additional work will be requested of the Consultant.

### **SECTION 3. RATE STUDY DELIVERABLES**

The Consultant shall provide eight (8) bound copies of a draft report for City staff's review. The Consultant will respond to questions arising from a review of the draft report and incorporate review comments into the final report submittal. The Consultant shall provide eighteen (18) bound copies of the final report to the City. The final report shall also be provided in Microsoft Word and pdf format for City use.

A computer-generated, rate-calculating Excel® model shall be developed to compute and stormwater rates under the proposed methodology. This model is to be provided to the City with the final report. The model must be user-friendly and written for use as a management tool by staff in the preparation of the annual budget, testing "what if" scenarios, etc. Prior to beginning work, Consultant will meet with Project Manager to clarify appropriate variables comprising the model.

Furthermore, the Consultant should anticipate attending at least one City Council workshop meeting to present and defend the report and to attend at least two subsequent public meetings to adopt any approved recommendations.

