

BOARD OF COUNTY COMMISSIONERS

DATE: August 18, 2009

AGENDA ITEM NO. 16.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature

Subject:

Approval of Final Negotiated Contract- Development of Conservation Management Plan for Clearwater Harbor & St. Joseph Sound Contract No. 089-0222-P (AM)

Department:

Department of Environmental Management / Purchasing

Staff Member Responsible:

Will Davis / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) AWARD THE FINAL NEGOTIATED CONTRACT FOR DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST. JOSEPH SOUND WITH JANICKI ENVIRONMENTAL, INC. (JANICKI), ST. PETERSBURG, FLORIDA.

IT IS ALSO RECOMMENDED THE BOARD APPROVE AN OPTIONAL ENGAGEMENT WITH JANICKI FOR A SEDIMENT MANAGEMENT PLAN DURING THE TERM OF THE CONTRACT PENDING AVAILABLE FUNDING.

IT IS FURTHER RECOMMENDED THAT AFTER PROPER EXECUTION OF THE AGREEMENT BY THE CONTRACTOR, AND AFTER WRITTEN APPROVAL AS TO FORM BY THE OFFICE OF THE COUNTY ATTORNEY, THE CHAIRMAN BE AUTHORIZED TO SIGN AND THE CLERK BE AUTHORIZED TO ATTEST.

Summary Explanation/Background:

On June 16, 2009, the Board approved the ranking of firms and authorized staff to negotiate with the highest ranked proposer, Janicki. This project is to develop a Comprehensive Conservation Management Plan for Clearwater Harbor and St. Joseph Sound. This project will benefit the County and its citizens through improved water quality and protection for critical habitats.

The final negotiated contract with Janicki is now being presented to the Board for consideration. A negotiation team comprised of two (2) staff persons from the Department of Environmental Management, and a representative from Southwest Florida Water Management District along with a staff person from the Purchasing Department have negotiated a contract that is detailed in the Negotiated Points Letter attached to the finalized negotiated agreement.

The contract will be effective upon execution of the agreement and will continue for a proposed thirty (30) month period. The County may elect to also have Janicki perform a Sediment Management Plan for an additional cost of \$38,220.00 during the term of the contract. The Board is requested to consider the potential for the additional expenditure should funding become available.

Fiscal Impact/Cost/Revenue Summary:

Project is budgeted in CIP project number 827
Funding Breakdown:

- Penny \$17,760
- Southwest Florida Water Management District \$230,000
- Environmental Protection Agency (EPA) Region 4 \$200,000
- City of Tarpon Springs: \$26,381
- City of Dunedin: \$31,556
- City of Clearwater: \$37,145
- City of Largo: \$17,158

- Total Funds \$560,000

Municipal breakdown is by jurisdictional acreage within the project area.

The actual negotiated project estimated total at \$555,156.00, is slightly less than the existing CIP project budget of \$560,000.00.

Estimated cost for an optional Sediment Management Plan, if option is exercised: \$38,200.00

Since the project product will be a management plan, future Operation and Maintenance (O&M) costs to implement the plan are unknown at this time. The completed management plan will detail the cost of implementing the plan including any associated O&M tasks and costs.

Exhibits/Attachments Attached:

1. Finalized Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for THE DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST. JOSEPH SOUND; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 089-0222-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with THE DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST. JOSEPH SOUND, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of thirty (30) months, unless canceled or terminated as provided herein.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence

of said action, whichever occurs first. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

Failure of the Contractor to comply with any of the provisions of this Agreement shall be considered a material breach of the Agreement and shall be cause for immediate termination of the Agreement at the sole discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to terminate and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq.

7. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this Agreement.

8. Audit. The Contractor shall retain all records relating to this Agreement for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

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

work under this Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Agreement, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this Agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this Agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the Agreement impossible to perform.

15. Documents Comprising Agreement. The Agreement for THE DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST. JOSEPH SOUND, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on _____, 2009;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Negotiated Points Letter dated July 13, 2009; and
- d. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for THE
DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST.
JOSEPH SOUND pursuant to RFP No. 089-0222-P as of the day and year first written above.

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

Chairman

ATTEST:
KEN BURKE

By: _____
Deputy Clerk

CONTRACTOR

President (Signature)

President (Printed Name)

[Corporate Seal]

ATTEST:

By: _____
(Attesting Witness' name/title)

APPROVED AS TO FORM:



Office of the County Attorney

NANCY BOSTOCK
NEIL BRICKFIELD
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/PPB
Director

July 13, 2009

BY: E-MAIL

Janicki Environmental, Inc.
Attn: Anthony, President
1155 Eden Isle Drive NE
St. Petersburg, Florida

RE: Summary of Negotiated Points: Development of Comprehensive Conservation Management Plan for Clearwater Harbor & St. Joseph Sound
Contract No.:089-0222-P (AM)

Dear Mr. Janicki:

At the Negotiation Meeting on July 13, 2009 with County staff from the Purchasing Department, Department of Environmental Management along with you, Dr. Anthony Janicki, representing Janicki Environmental, Inc. (Janicki), the following points were discussed, and the proposed scope of work clarified, and agreed upon for a finalized contract for the County's Request For Proposal No. 089 0220-P for Development of Comprehensive Conservation Management Plan for Clearwater Harbor & St. Joseph Sound:

1. Janicki proposes to hold monthly progress meetings with the project team including Pinellas County, the Southwest Florida Water Management District (District), the City of Clearwater, the City of Dunedin, the City of Largo, and the City of Tarpon Springs.
2. The requirement for a "Kick-off meeting" outlined in Janicki's proposal has been met the negotiation meeting held on July 13, 2009.
3. Janicki proposes to use all appropriate, available water quality monitoring data collected as of September 30, 2009. The Seagrass data will be those collected up to October 31, 2009 and the land use data are those District and County data collected thru 2008.
4. Janicki intends to identify all appropriate water quality data. In particular, Janicki intends to use the data included in Run #36 from the FDEP Impaired Waters database.
5. The proposal refers to a fixed station transects and a random stratified design.
6. Janicki will incorporate National Archive images into the habitat mapping process
7. The primary data source for seagrass coverage will be the District coverages. As an interim deliverable, Janicki will provide an inventory of photos and data prior to moving forward with the habitat change analysis task including but not limited to those data shown in Table 4-3.
8. The historical seagrass coverages will require photo-interpretation and will follow the methodologies consistent with work previously done by other agencies. The PBS&J staff that will perform the photo-interpretation are Ms. Kathy Anamisis and Mr. Steven Drake. QA/QC will be performed by Dave Tomasko and Don Dice. Should staff other than those named above be used, prior approval from the County and the District is required.
9. Within the watershed, Janicki intends to develop a historic baseline map that includes developed land uses, agriculture, upland habitats, open water, seagrass, and wetlands. Janicki will map rare emergent habitats that do not show up in the land use data. Janicki will utilize the District's land use/land cover classification (most recent version). Janicki will request the feature class and corresponding imagery from the District.
10. Janicki intends to map the extent and areas of habitat types, not individual species. Janicki does not intend to map any biological feature to a species level. Therefore there is no additional cost.
11. No automated spectral analysis tools will be used for the tasks under this proposal.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase



12. The task includes mapping of historical seagrass coverage from the 1943 period.
13. The number of hard copies will be five (5) and number of CDs will be twelve (12).
14. Janicki will obtain sample IDs (SID) from the District for each sample site and the data will be delivered to the District in an approved format.
15. The total number of PBS&J labor hours is \$176,416 and total cost is \$179,916.
16. Janicki welcomes the participation of any and all stakeholders in the development of the plan and will hold stakeholder meetings to collect data and information from interested parties.
17. Janicki will provide hydrodynamic model code. Any study done will be submitted as a deliverable.
18. Janicki intends to estimate flows and loadings for the individual major tributaries and subbasins. Figure 4-10 and 4-22 in the proposal is amended to include the entire Anclote Watershed.
19. The methodology proposed for the change analysis generally follows that used for the Tampa Bay Estuary Program Master Habitat Plan. Janicki assures the County and the District that any and all data or photos used will be approved prior to their use and will submit an interim deliverable outlining the data and procedures to be followed prior to commencing the task.
20. ESRI ArcGIS 9.2 will be used. The deliverables will include a geodatabase for the different habitat types and will conform to District standards.
21. The water quality data analysis will be initiated well before month 12.
22. Section 4, page 4-51, Analysis and Habitat Change has been revised to further describe the methodology to be employed and to add the interim deliverable requirement prior to beginning the task. This section is replaced in its entirety with the version dated 7 July 15, 2009.
23. The cost proposal for the Sediment Management Plan is \$38,220 and is detailed in Attachment A with the proposed scope of work. The County may elect to obtain the services of Janicki to perform this task.

It is understood that the above points become part of the Final Agreement as well as the other documents comprising the Agreement to include the Request for Proposal and any addenda issued, along with the Certificate of Insurance required under Section C of the Request for Proposal and the Contractor's proposal response.

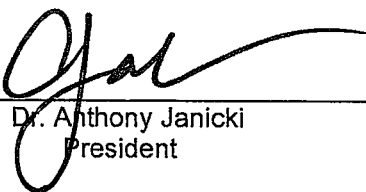
Please indicate your agreement to the negotiated points listed above, by signing below as indication of your authority to negotiate and make final decisions on behalf of Janicki Environmental, Inc.

Sincerely,



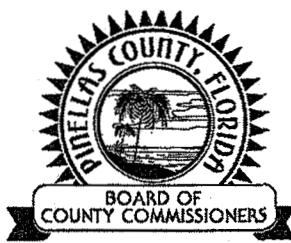
Amelia McFarlane, CPPB
Senior Procurement Analyst

Agree



Dr. Anthony Janicki
President

Clearwater Harbor/St. Joseph Sound Sediment Management Plan					
Estimated Budget					
	Principal	Senior Scientist	Scientist	Total	
Taks 1 Assess Existing Information	2	16	40	\$4,740	
Task 2 Field Recon	8	48	48	\$9,120	
Task 3 Alternatives Evaluation	8	64	88	\$13,560	
Task 4 Reporting	8	40	40	\$7,800	
Sediment Size Lab Analysis				\$3,000	
Total	26	168	216	\$38,220	



BOARD OF COUNTY COMMISSIONERS

DATE: June 16, 2009

AGENDA ITEM NO. 10.

Consent Agenda

Regular Agenda

Public Hearing

County Administrator's Signature:

Subject:

Approval of Ranking of Firms- Development of Conservation Management Plan for Clearwater Harbor & St. Joseph Sound Contract No. 089-0222-P (AM)

Department:

Department of Environmental Management / Purchasing

Staff Member Responsible:

Will Davis / Joe Lauro

Recommended Action:

I RECOMMEND THE BOARD OF COUNTY COMMISSIONERS (BOARD) APPROVE THE RANKING OF FIRMS AND AUTHORIZE STAFF TO NEGOTIATE WITH THE NUMBER ONE RANKED FIRM, JANICKI ENVIRONMENTAL, INC., ST. PETERSBURG, FLORIDA FOR DEVELOPMENT OF A CONSERVATION MANAGEMENT PLAN FOR CLEARWATER HARBOR & ST. JOSEPH SOUND.

Summary Explanation/Background:

On March 5, 2009, the Purchasing Department, on behalf of the Department of Environmental Management (DEM), let a Request for Proposal (RFP) for a qualified and experienced environmental consulting firm to develop a Comprehensive Conservation Management Plan (CCMP) for Clearwater Harbor and St. Joseph Sound. This project will benefit the County and its citizens through improved water quality and protection for critical habitats. The evaluation committee consisting of three (3) representatives from DEM, and two (2) representatives from Southwest Florida Water Management District, along with a representative from Purchasing Department acting as a facilitator, met on April 17, 2009, to evaluate and score the five (5) proposals received.

The Committee evaluated the firms per the following criteria as detailed below for a possible scoring of 1000 Points:

- | | |
|--|------------|
| 1) Firm's understanding of the project issues and criteria | 200 Points |
| 2) Team/staff quality and overall experience | 250 Points |
| 3) Firm's demonstrated ability to perform and complete the Scope of Work | 300 Points |
| 4) Firm's proposed schedule and demonstrated ability to meet deadline | 150 Points |
| 5) Cost/price | 100 Points |

The firms in order of ranking after scoring of the proposals were as follow:

- | | |
|--|---------------|
| 1. Janicki Environmental, Inc. | 938.42 Points |
| 2. BCI Engineers & Scientists, Inc. | 844.54 Points |
| 3. MACTEC Engineering and Consulting, Inc. | 775.50 Points |
| 4. Dynamic Solutions LLC | 619.37 Points |
| 5. Meryman Environmental, Inc. | 539.68 Points |

At the direction of the Board staff will begin negotiations with the number one ranked firm, Janicki Environmental, Inc. Negotiations will be based on price and deliverables.

This project will provide information to address Total Maximum Daily Loads (TMDLs) in eight tributaries and the Clearwater Harbor area to protect water quality as well as sea grasses and other marine resources. Resource based targets will be developed for water quality and seagrass coverage to be used as indicators for TMDL compliance. This study will identify future capital projects and their associated operating and maintenance costs needed to comply with federal and state mandates. Funding will be pursued from multiple grant sources and project stakeholders.

Fiscal Impact/Cost/Revenue Summary:

Project is budgeted in CIP project number 827

Funding Breakdown:

- Penny \$117,760
- Southwest Florida Water Management District \$230,000
- Pinellas County Environmental Fund \$100,000
- City of Tarpon Springs: \$26,381
- City of Dunedin: \$31,556
- City of Clearwater: \$37,145
- City of Largo: \$17,158

Municipal breakdown is by jurisdictional acreage within the project area.

Project Estimated Total: \$560,000.00

Exhibits/Attachments Attached:

1. Contract Review
2. Evaluation Criteria Tabulation



**PURCHASING DEPARTMENT
CONTRACT REVIEW TRANSMITTAL**

CATS
NO.: 28834

PROJECT: Development of Conservation Management Plan for Clearwater Harbor & St. Joseph Sound

BID NUMBER: 089-0222-P (AM) **REQ. NUMBER:** N/A

TYPE: Purchase Contract Other: Construction-Less than \$100,000 One Time

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal and forward to next Review Authority listed. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 12 & 13 **PRODUCT ONLY:**

This is an Annual contract. Estimated Expenditure: \$560,000.00 #827

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS Incorporated
1.	Purchasing Dept. Amelia McFarlane, PA Joe Lauro, Director, Candy Mancuso, Asst. Director	2/10/09 2/10	<i>Amelia McFarlane</i> com	Department: Please provide responses to questions/concerns made by Purchasing (see bolded and underlined entries in SOW). Final Formatting will be done at completion of Contract Review. amc	
2.	Using Department Will Davis/ Kelli Levv Jackie Trainer	2/12 2/12	<i>Kelli Connolly</i> <i>Jackie Trainer</i>	See comments on pgs 10, 15, 16, 17. Budget = #827 0401. 8381006 p. 16	OK amc OK amc
Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information (Name, Address, Phone and Fax)					
3.	Risk Management Attn: Beth Winger (Check applicable box at right)	2/18/09	<i>BW</i>		HIGH RISK NOT HIGH RISK
4.	BCC Finance Attn: Cassandra Williams	2/23/09	<i>CBW</i>		
5.	Asst. County Administrator Attn: Elizabeth Warren	2/24/09	<i>E Warren</i>	pg 17 of 21 It seems some Commissioners are wanting to allocate points to local firms - just review?	com
6.	Asst. County Administrator Attn: Mark Woodard	2/25/09	<i>MW</i>	Does DEM have the fiscal ability to sustain funding for the implementation + on going monitoring of the Plan?	OK amc
7.	Legal Attn: Michelle Wallace	2/27/09	<i>MW</i>	Agreements Attached	amc

****RETURN ALL DOCUMENTS TO PURCHASING****

Make all inquiries to:	Amelia McFarlane, CPPB Senior Procurement Analyst	at Extension 43149
In order to meet the following schedule, please return your requirements to Purchasing by: March 5, 2009		

06/2006 (ag)

TENTATIVE DATES
Legal Ad-BID/RFP Mail Out: TBD
BID/RFP Opening: TBD
Board/County Admin/Purchasing Director Approval: TBD

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: Development of Conservation Management Plan for Clearwater Harbor & St. Joseph Sound
RFP #: 089-0222-P

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
	Paul Berlage	Robert Burnes	Kris Kaufman	Kelli Levy	Corrina Prater			
1 BCI Engineers & Scientists, Inc.	853.04	818.04	863.04	870.54	818.04	4222.70	844.54	2
2 Dynamic Solutions LLC	633.87	606.37	621.37	601.37	633.87	3096.85	619.37	4
3 Janicki Environmental, Inc.	918.92	941.42	941.42	941.42	948.92	4692.10	938.42	1
4 MACTEC Engineering and Consulting, Inc.	737.50	787.50	770.00	797.50	785.00	3877.50	775.50	3
5 Meryman Environmental, Inc.	544.68	532.18	499.68	549.68	572.18	2698.40	539.68	5

Date: April 17, 2009