

41999



Joe Lauro, CPPO/CPPB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator
From: Joseph Lauro, Director of Purchasing *Joe Lauro*
Subject: Approval of Ranking of Firms and Final Negotiated Contract – Professional Consulting Services, Coastal Management
Contract No. 123-0076-CN(RM)
Date: March 28, 2013

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE RANKING OF FIRMS AND CONTRACT AWARD FOR PROFESSIONAL CONSULTING SERVICES, COASTAL MANAGEMENT WITH COASTAL PLANNING & ENGINEERING, INC., (CPE) BOCA RATON, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENT.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$250,000.00

ESTIMATED THIRTY-SIX (36) MONTH EXPENTITURE NOT EXCEED: \$750,000.00

Funding is provided through Department of Environment and Infrastructure (DEI) Capital Improvement Program (CIP) via Tourist Development Tax.

DISCUSSION: On January 11, 2013, the Purchasing Department let a Request For Proposal (RFP) on behalf of the Department of Environment and Infrastructure (DEI) to obtain the services of a qualified firm to assist the County in directing and managing the County's Coastal Management Program (CMP). The Consultant will be tasked in developing and managing program goals to include the continuation of existing projects and initiation of new projects that will be determined through consultation with County staff, the Florida Department of Environmental Protection (FDEP), the United States Army Corp of Engineers (USACE), other County consultants, beach municipalities and communities, and other CMP stakeholders.

Eight (8) responses to the RFP were received; an evaluation committee consisting of one (1) representative from DEI's Coastal Management Division; one (1) representative from DEI's Engineering and Technical Support Division; one (1) representative from Survey and Mapping Section; one (1) representative from DEI's Watershed Management Division; one (1) representative from the City of Treasure Island, Florida along with the Purchasing Department acting as a facilitator reviewed and evaluated the RFP submittals on February 27, 2013.

The submittals were evaluated per the following criteria:

- Ability of Firm and its Professional Personnel
- Firm's Experience with Project of Similar Size and Past Performance
- Firm's Willingness and Ability to Meet Schedule and Budget Requirements
- Volume of Work Previously Awarded by the County

- Effect of the Firm's Current and Projected Workload
- Minority Business Status
- Location

The following firms in order of ranking submitted proposals:

1. CPE
2. Tetra Tech, Inc.
3. Olsen Associates, Inc.
4. Humiston & Moore Engineers, P.A.
5. Atkins North America Inc.
6. G.E.C., Inc.
7. Coast & Harbor Engineering
8. Dredging & Marine Consultants, LLC

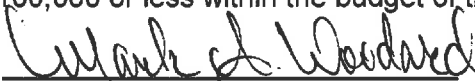
Due to a short lead time, as the current contract expires on April 5, 2013, staff sought to begin negotiations with the highest ranked firm, CPE.

Staff successfully negotiated a contract with fully burdened hourly personnel rates for CPE, (that also applies to any approved sub-consultants) which includes all labor, direct/indirect overhead, margins/profit, and travel within the Tampa Bay Metropolitan Statistical (TBMSA) Area. The contract also has firm, fixed rates for equipment. All negotiated rates are firm for the entire term of the thirty-six (36) month contract. Travel outside of the TBMSA will be reimbursed in accordance with Florida Statutes. Additionally, the county reserves the right to re-negotiate rates based on market conditions during the term of the contract and any future term extensions. The agreement may be extended for an additional twenty-four (24) months beyond the primary contract period at same pricing, terms and conditions.

CPE agreed to reduce several of their hourly rates by ten (10%) percent; removed the ten (10%) percent direct costs handling fee and the ten (10%) approved sub-consultants management fee along with the costs for reproductions. Based on comparison of other consulting contracts with similar type disciplines, Staff is confident that the final negotiated contract is mutually beneficial and a good value for the County.

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department.

APPROVED:


ROBERT S. LASALA
County Administrator

Date of Approval: 4/1/13

Attachments:

1. Contract Review
2. Agreement
3. Exhibit A Schedule of Rate Values
4. Evaluation Criteria Tabulation Sheet
5. CIP Detail

AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of APRIL, 2013¹³, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and COASTAL PLANNING & ENGINEERING, INC. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for Environmental Consulting Services for Coastal Management; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 123-0076-CN (hereinafter Request for Proposal or RFP), County has awarded this Agreement 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 Environmental Consulting Services for Coastal Management, 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-six (36) months from the expiration of the current agreement which is April 5, 2013, or from the date of the award of the final negotiated contract if the agreement expires first, unless canceled or terminated as provided herein. The Agreement may be extended subject to written notice of agreement from the County and successful bidder, for an additional twenty-four (24) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

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. County reserves the right to terminate this Agreement without cause by giving thirty (30) days prior notice to the contractor in writing of the intention to terminate or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified.

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 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. Payment/Invoices:

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

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

Each invoice shall include, at a minimum, the Contractor's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Contractor also include the information shown in below. The County may dispute any payments invoiced by Contractor in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

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, County reserves the right to audit such records pursuant to Pinellas County Code, Section 2-176(j).

9. Minimum Insurance Requirements. The Contractor shall obtain and maintain, and require any sub-contractors to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth by the County.

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.

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

12. 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 County.

13. 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.

14. Documents Comprising Contract. This Agreement for Environmental Consulting Services for Coastal Management, 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 JAN 11, 2012¹³; JAN 17, 2013; JAN 28, 2013
- b. 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 Environmental Consulting Services for Coastal Management pursuant to RFP No. 123-0076-CN as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator
Mark S. Woodard
County Administrator

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CONTRACTOR

[Signature]
~~President (Signature)~~ Vice President

Thomas J. Campbell, P.E.
~~President (Printed Name)~~ Vice President

ATTEST:

By: [Signature]
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By: [Signature]
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

EXHIBIT A

**FULLY-LOADED (BURDENED)
SCHEDULE OF RATE VALUES
COASTAL PLANNING & ENGINEERING, INC.**

NOTE:

**THE FOLLOWING RATE INFORMATION FOR
COASTAL PLANNING & ENGINEERING, INC.
IS CONSIDERED CONFIDENTIAL PROPRIETARY INFORMATION**



EXHIBIT A
Revised March 28, 2013
SCHEDULE OF RATE VALUES
FULLY-LOADED (BURDENED)
COASTAL PLANNING & ENGINEERING, INC.
PINELLAS COUNTY RATE SCHEDULE
(April 6, 2013 to April 5, 2018)

I. PERSONNEL CLASSIFICATION	<u>Rate</u>
Principal Engineer.....	\$270.00/hour
Expert Witness (Testimony).....	\$270.00/hour
Senior Project Manager.....	\$195.00/hour
Project Manager.....	\$185.00/hour
Program Manager.....	\$160.00/hour
Senior Coastal Engineer.....	\$185.00/hour
Coastal Engineer III.....	\$140.00/hour
Coastal Engineer II.....	\$120.00/hour
Coastal Engineer I.....	\$105.00/hour
Coastal Modeler.....	\$130.00/hour
Professional Surveyor & Mapper.....	\$125.00/hour
Hydrographer.....	\$120.00/hour
Surveyor.....	\$95.00/hour
Survey Technician.....	\$85.00/hour
Senior Marine Biologist.....	\$135.00/hour
Marine Biologist II.....	\$120.00/hour
Marine Biologist I.....	\$90.00/hour
Professional Geologist II.....	\$150.00/hour
Professional Geologist I.....	\$120.00/hour
Geologist III.....	\$125.00/hour
Geologist.....	\$110.00/hour
Geologist I.....	\$95.00/hour
Senior CAD Operator.....	\$125.00/hour
CAD Operator.....	\$100.00/hour
GIS Operator.....	\$100.00/hour
Boat Captain.....	\$90.00/hour
Project Administrator.....	\$85.00/hour
Bookkeeper.....	\$74.00/hour
Clerical.....	\$68.00/hour
Technician.....	\$60.00/hour

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II. EQUIPMENT	Rate
Truck (2WD road use).....	\$0.565/mile
Truck (4WD beach use).....	\$110.00/day
Survey Boat (28 ft. Parker).....	\$1,050.00/day
Survey Boat (24 ft. Privateer).....	\$790.00/day
Survey Sea Sled.....	\$310.00/day
All Terrain Vehicle.....	\$105.00/day
Enclosed 18" Trailer.....	\$78.00/day
Trimble RTK GPS.....	\$495.00/day
Trimble Differential GPS.....	\$415.00/day
Leitz Total Station w/Data Collector.....	\$130.00/day
Hand Laser Range Finder.....	\$15.00/day
Range Azimuth System.....	\$310.00/day
Odom Hydrotrack Sounder.....	\$165.00/day
Heave, Pitch, Roll Compensator.....	\$215.00/day
Odom ES3PT Multibeam.....	\$600.00/day
Speed of Sound Velocity Meter.....	\$63.00/day
Hypack/DredgePack Navigation System.....	\$260.00/day
Hypack/Hysweep.....	\$260.00/day
Nortek AWAC ADCP high frequency deepwater wave height, direction and current profiler.....	\$5,000.00/month*
Nortek Aquadopp ADCP low frequency shallow water wave height, direction and current profiler.....	\$2,900.00/month*
Nortek Storm Software for wave and current data processing.....	\$50.00/day
Primer statistical package.....	\$200/project
X-STAR CHIRP 512i Seismic Profiling System.....	\$1,150.00/day
Seismic Profiler Thermal Printer.....	\$130.00/day
Sonar Wizard Map Seismic Data Processing Package.....	\$155.00/day
Edgetech 4200 FS Sidescan Sonar System.....	\$695.00/day
Sonar Wizard Map Sidescan Data Processing Package.....	\$155.00/day
Geometric G-881 Magnetometer.....	\$215.00/day
Schonstedt GA-52B Magnetic Locator.....	\$30.00/day
Jet Probe with Pump.....	\$55.00/day
Underwater Tide Gauge.....	\$175.00/day
Nikon Level/Tripod/Rod.....	\$65.00/day
PC PowerPoint Projector.....	\$50.00/day
Lietz Handheld Level.....	\$10.00/day
Optical Reading Compass.....	\$10.00/day
Garmin Handheld GPS.....	\$10.00/day
Turbidimeter.....	\$38.00/day

* ADCP monthly cost may be pro-rated for shorter periods of use

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II. EQUIPMENT (Continued)	<u>Rate</u>
SCUBA Tanks (Nitrox)	\$19.00/day
Digital Camera	\$10.00/day
Underwater Camera	\$32.00/day
Underwater Camera W/Strobes	\$75.00/day
Underwater Seadrop Integrated Camera	\$30.00/day
Underwater Video Camera	\$115.00/day
GPS Integrated Underwater Video Camera.....	\$435.00/day
Underwater Scooter	\$50.00/day
Sieve Analysis	\$75.00/sample
Carbonate Analysis	\$65.00/sample
Monuments	\$28.00/each
Survey Disk.....	\$15.00/each
Dry Suit.....	\$15.00/day
Ponar Sampler.....	\$30.00/day
Microscopes.....	\$20.00/day
Mobile Telephone	\$10.00/day
Penetrometer.....	\$55.00/day
Generator.....	\$60.00/day

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III. SCUBA DIVING SERVICES	<u>Rate</u>
Equipment & Insurance.....	\$75/diver/day**

** Charge in addition to normal hourly rates for personnel listed on Page 1.

IV. NUMERICAL MODELS	<u>Rate</u>
ADCIRC Tidal Circulation Model.....	\$1,000/project
BOUSS 2D WAVE - Wave Refraction/Diffraction Model.....	\$1,000/project
MIKE21- NSW Spectral Wave Transformation Model	\$2,000/project
MIKE21- HD 2D Current Simulation Model.....	\$2,000/project
MIKE21- ST 2D Sediment Transport Model	\$2,000/project
DELFT 3D WAVE - SWAN Wave Refraction/Diffraction Model.....	\$1,000/project
DELFT 3D FLOW - 2D Hydrodynamic Model.....	\$2,200/project
DELFT 3D MORPHO - Morphodynamic Model.....	\$3,000/project
DELFT 3D WAQ – Water Quality Model.....	\$2,000/project