

**SAINT PETERSBURG CITY COUNCIL**  
**Consent Agenda**  
**Meeting of February 1, 2018**

**To: The Honorable Lisa Wheeler-Bowman, Chair, and Members of City Council**

**Subject:** Awarding an agreement to Stantec Consulting Services, Inc. for the Tiered Stormwater Utility Rate Development and Implementation, at an estimated contract cost of \$422,416; approving a supplemental appropriation in the amount of \$362,416 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement and Traffic Operations Department (400), Tiered Utility Rate Study Project (16244); and providing an effective date.

**Explanation:** On August 22, 2017, the City issued a Request for Qualifications, RFQ 6630, Consulting Services, Tiered Stormwater Utility Rate Development and Implementation. The City received one (1) Statement of Qualifications (SOQs) from Stantec Consulting Services, Inc. (Stantec).

The SOQ was evaluated based on the following criteria: background and experience, project approach, relevant project examples; and small, minority, woman and disadvantaged business enterprise.

The evaluation committee members were:

Brejesh Prayman, PE, Director, Engineering and Capital Improvements Department (Chair)  
Anne Fritz, Director, Finance  
Tom Greene, Director, Budget & Management  
Tammy Jerome, Director, Billing & Collections  
John Norris, Director, Stormwater, Pavement Traffic Operations  
Carlos Frey, PE, Stormwater & Environmental Design Manager, Engineering and Capital Improvements Department  
Elizabeth Makofske, Business Services Manager, Public Works Administration

The committee met on October 18, 2017, and determined that the consultant was qualified for the project. Since only one firm had applied, the committee agreed that it was appropriate for Engineering and Capital Improvements to begin negotiations with Stantec.

The consultant will perform digital mapping of all residential, nonresidential and commercial properties within the City limits. These include: delineation of impervious areas; provide impervious area calculations; review current and historic financial data and customer billing statistics, provide a Revenue Sufficiency Analysis; perform a Cost of Service Analysis; calculate residential and non-residential tiered rates; participate in Public Outreach Meetings/Programs; develop Public User Interface for review of proposed changes; develop, interface and implement rate structure into City's Utility Billing System; develop public user interface for logging and evaluating corrections to their impervious surface conditions; and develop a process for modifying billings based on site improvements/adjustments.

Administration has negotiated an Architect/Engineering Agreement with Stantec Consulting Services, Inc. for \$422,416 for completion of the Tiered Stormwater Utility Rate Development and Implementation. The consultant has performed rate studies for the City previously.

**Recommendation:** Administration recommends that City Council approve the agreement with Stantec Consulting Services, Inc.

**Cost/Funding/Assessment Information:** Funds in the amount of \$60,000 have been previously appropriated in the Stormwater Utility Operating Fund (4011), Tiered Utility Rate Study Project (16244) for the annual stormwater rate study. Additional funding will be available after the approval of a supplemental appropriation in the amount of \$362,416 from the unappropriated balance of the Stormwater Utility Operating Fund (4011) to the Stormwater, Pavement and Traffic Operations Department (400), Tiered Utility Rate Study Project (16244). (Engineering Project Number 17102-120).

**Attachments:** Technical Evaluation (5 pages)  
Meeting Minutes (2 pages)  
Agreement (29 pages)  
Resolution

**Approvals:**

  
\_\_\_\_\_  
**Administrative**

  
\_\_\_\_\_  
**Budget**



RESOLUTION NO. 2018-\_\_

A RESOLUTION APPROVING THE ARCHITECT/ENGINEERING AGREEMENT BETWEEN THE CITY OF ST. PETERSBURG, FLORIDA ("CITY") AND STANTEC CONSULTING SERVICES, INC. ("A/E") FOR A/E TO PROVIDE PROFESSIONAL ENGINEERING SERVICES FOR THE TIERED STORMWATER UTILITY RATE DEVELOPMENT AND IMPLEMENTATION PROJECT ("A/E AGREEMENT") IN AN AMOUNT NOT TO EXCEED \$422,416; AUTHORIZING THE MAYOR OR HIS DESIGNEE TO EXECUTE THE ARCHITECT/ENGINEERING AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY TO EFFECTUATE THIS TRANSACTION; APPROVING A SUPPLEMENTAL APPROPRIATION IN THE AMOUNT OF \$362,416 FROM THE UNAPPROPRIATED BALANCE OF THE STORMWATER UTILITY OPERATING FUND (4011) TO THE STORMWATER, PAVEMENT AND TRAFFIC OPERATIONS DEPARTMENT (400), TIERED UTILITY RATE STUDY PROJECT (16244); AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of St. Petersburg, Florida ("City") issued a Request for Qualifications ("RFQ") for Consulting Services, Tiered Stormwater Utility Rate Development and Implementation on August 22, 2017; and

WHEREAS, the City received one (1) statement of qualification (SOQ) from Stantec Consulting Services, Inc. ("Stantec") in response to the RFQ; and

WHEREAS, the selection committee (Brejesh Prayman, Anne Fritz, Tom Greene, Tammy Jerome, John Norris, Carlos Frey, and Elizabeth Makofske) met on October 18, 2017, to discuss the SOQ and the committee determined that the sole respondent met the qualifications of the RFQ and motioned to begin negotiations with respondent; and

WHEREAS, the City wishes to contract with Stantec for Stantec to provide professional engineering services for the Tiered Stormwater Utility Rate Development and Implementation Project and Stantec wishes to accept such duties and responsibilities pursuant to the terms and conditions set forth in the Architect/Engineering Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Petersburg, Florida that the Architect/Engineering Agreement between the City of St. Petersburg, Florida, and Stantec Consulting Services, Inc. for Stantec to provide professional engineering services for the Tiered Stormwater Utility Rate Development and Implementation Project in an amount not to exceed \$422,416 is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or his designee is authorized to execute the Architect/Engineering Agreement and all other documents necessary to effectuate this transaction.

BE IT FURTHER RESOLVED that there is hereby approved from the unappropriated balance of the Stormwater Utility Operating Fund (4011) the following supplemental appropriation for FY18:

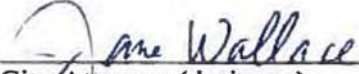
Stormwater Utility Operating Fund (4011)

Stormwater, Pavement and Traffic Operations Department (400)


Tiered Utility Rate Study Project (16244) \$362,416

This resolution shall become effective immediately upon its adoption.

APPROVALS:

  
City Attorney (designee)  
00357514

  
Administration

  
Budget



**Technical Evaluation for RFQ 6630  
918-97 Tiered Stormwater Utility Rate  
Development and Implementation**

**Summary Work Statement**

The City received one Statement of Qualifications (SOQs) for RFQ 6630 Tiered Stormwater Utility Rate Development and Implementation. The successful firm will provide digital mapping of all residential, nonresidential and commercial properties within the city limits. The consultant's performance will, at a minimum, consist of mapping services, which include delineation of impervious areas; provide impervious area calculations, review customer billing statistics, conduct a revenue sufficiency analysis, public outreach; and develop user friendly interfaces for residents to check impervious areas and rates. Services will be conducted in accordance with the City's goals to develop an equitable, tiered rate for the City's stormwater utility. The SOQ was received from:

1. Stantec Consulting Services, Inc.

**Evaluation Committee**

Evaluation of the SOQ was conducted by the following team members

Anne Fritz, Director, Finance  
Tom Greene, Director, Budget & Management  
Tammy Jerome, Director, Billing & Collections  
John Norris, Director, Stormwater, Pavement Traffic Operations  
Carlos Frey, PE, Stormwater & Environmental Design Manager, Engineering and Capital Improvements Department  
Elizabeth Makofske, Business Services Manager, Public Works Administration

**Evaluation Criteria**

The SOQ was evaluated based on the following criteria:

- Team background and experience
- Project approach
- Relevant project examples
- Small, Minority, Women and Disadvantaged Business Enterprise
- Exceptions to modified AIA documents

**Offerors' Profiles**

Below is a profile of the firm and a summary of the strengths and weaknesses as reported after the initial, independent review by the team members.

**Stantec Consulting Services Inc.** maintains its company headquarters in Edmonton, Alberta Canada. The office that will serve the City is in Tampa and has approximately 108 local employees. Overall the firm has approximately 16,641 employees. Stantec has been registered with the Florida Department of State, Division of Corporations, since 2001, as Stantec Consulting Group Inc. In 2005 the name was changed to the current Stantec Consulting Services Inc.

Strengths include: A large firm with significant national experience, including a vast experience with rate studies; very strong team; has performed substantial work for the City, with excellent reporting and computations in reports. Details are provided in a timely manner. Thorough knowledge of the City's rate structures and utilities through prior experience; GIS technologies they use are capable of layering

impervious and pervious surfaces; understands the City's deliverables and demonstrates integrity and capability. Knowledgeable and experienced working with municipalities similar to the City; has history with the City and understands the City's direction. Good local Tampa Bay area and national experience; Very responsive and reliable; successfully implemented multiple tiered rate studies, which are a fairly new process; other rate studies with credits have been successfully implemented; vision is consistent with the City's direction. Very responsive and reliable firm. Mr. Andrew Burnham is an excellent public speaker and does an excellent job in presenting to Council and James Hale has knowledge of utility billing systems, in addition to GIS, and is familiar with the City's Sunguard system.

Sub-consultants: All are City certified Small Business Enterprises.

Applied Sciences Consulting, Inc., is a civil and environmental engineering firm specializing in water management and sustainable solutions. They are GIS experts performing quality control review of impervious area calculations and assisting with digital mapping of parcels in the City.

Lago Consulting and Services, LLC provides GIS resources for digital mapping and additional quality control. Lago has programming expertise to assist in website development. Lago Consulting is a state certified woman/minority owned business.

Goodwin Marketing Group LLC, dba G2 Marketing will develop a public education and outreach program and ultimately will lead to the implementation of a program that include development of material and the facilitation of meetings with residents and businesses.

Weaknesses include: The outreach component of Stantec's SOQ needs greater details; the outreach schedule and the development of the outreach program is a concern. G2 identified one individual, the principal, Greg Goodwin, as leading the outreach portion of the work; will other assets will be devoted to the outreach component? There is concern about the implementation schedule for development of the public interface; and implementation of the rate structure into the City's utility billing system is proposed to begin in April 2018 and is to be completed in August 2018; need to initiate earlier so that everything is ready for October 1, 2018, effective date of the new tier rate structure. Need to develop a review process to work in concert with the City's review process for rates. Stantec has not previously developed a public user interface for the City. These concerns can be addressed in negotiations with Stantec. Stantec's familiarity with the City means no "fresh eyes" will be involved in the process. Outreach must educate our citizens because this is a big change.

The Statement of Qualifications meets the RFQ requirements.

### **Recommendation for Award**

On October 18, 2017, the evaluation committee deliberated to discuss the Stantec SOQ. Stantec meets the requirements of RFQ No. 6630 and has been determined to be the most advantageous to the City, taking into consideration its years of providing these services to the City and the evaluation criteria set forth in the RFQ. The City will initiate negotiations with Stantec and upon agreement will present it to Council for approval.

The firm was selected for the following reasons:

- Very large firm with strong team.
- Staff assigned is of the highest quality.
- Sub-consultant team has significant experience with stormwater programs.
- Local office in Tampa allows for easy access and quick response.
- Project is urgent and firm's current knowledge of previous rate studies for the City, stormwater utility billing rates and calculations will hasten the preparation of the study and implementation of the new rate schedule.



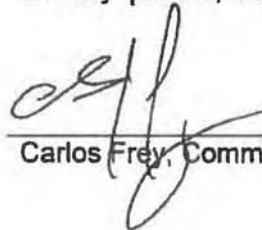
  
Breesh Prayman, Chair

  
Anne Fritz, Committee Member

  
Liz Makofske, Committee Member

  
John Norris, Committee Member

  
Tammy Jerome, Committee Member

  
Carlos Frey, Committee Member

City of St. Petersburg  
**Meeting Minutes**  
**Evaluation Committee-Shortlist**  
Procurement and Supply Management

**Title:** RFQ No. 6630: Tiered Stormwater Utility Rate  
Development and Implementation  
**Meeting Date:** Wednesday, October 18, 2017  
**Time:** 10:15 a.m.  
**Place:** Municipal Services Center, Conference Room 700

Agenda Item	Discussion/Action Taken
1. Introductions <ul style="list-style-type: none"><li>a. Public Comments</li><li>b. Florida's Open Meeting Law – FS 286.011 (MS)</li><li>c. Prohibited Communication - AP #050100 (MS)</li><li>d. Identify Chairperson (Brejesh Prayman)</li><li>e. CCNA – FS 287.055 (MS)</li></ul>	Evaluation Committee in attendance: Brejesh Prayman, Chair Ann Fritz, Finance; Tom Greene, Budget; Tammy Jerome, Billing and Collections; John Norris, SPTO Liz Makofske, Public Works Admin; Carlos Frey, Eng & Capital Imps Louis Moore, Procurement & Supply Management (advisory); Jane Wallace, Legal Dept (advisory); Michael Schlesinger, Procurement & Supply Management (advisory)
2. Evaluations of Statement of Qualifications (Strengths and Weaknesses) <ul style="list-style-type: none"><li>a. Stantec Consulting Services, Inc.</li></ul>	
3. Short-list <ul style="list-style-type: none"><li>a. Stantec Consulting Services, Inc.</li></ul>	Motion by Carlos Frey to accept Stantec Consulting Services, Inc. for services to perform the tiered rate study and to negotiate a contract; Seconded by John Norris Votes: Affirmative Unanimous



4. Clarifications/Questions

Negotiations will commence with Stantec and if successful, the negotiated agreement will be presented to City Council for approval

The work of the Evaluation Team being complete, the team is dissolved

5. Adjournment

## ARCHITECT/ENGINEERING AGREEMENT

THIS ARCHITECT/ENGINEERING AGREEMENT ("Agreement"), made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ ("Execution Date"), by and between the City of St. Petersburg, Florida (the "City") and Stantec Consulting Services, Inc (the "A/E").

NOW THEREFORE in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the A/E agree as follows:

### SECTION 1.0 – DEFINITIONS

- 1.1 "A/E" shall mean Stantec Consulting Services, Inc.
- 1.2 "A/E Representative" shall mean any employee, agent, subcontractor, subconsultant, consultant, or other representative of the A/E.
- 1.3 "City" shall mean the City of St. Petersburg, Florida.
- 1.4 "City's Project Manager" shall mean the individual designated in writing by the City as the City's Project Manager.
- 1.5 "Day(s)" or "day(s)" shall mean calendar days, unless otherwise set forth in this Agreement.
- 1.6 "Deliverables" shall mean all data, reports, design calculations, studies, permit documents, correspondence, design documents, the construction documents, and all other materials produced and developed by the A/E pursuant to this Agreement.
- 1.7 "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo.
- 1.8 "Parties" shall mean the City and the A/E.
- 1.9 "Project" shall mean the Tiered Stormwater Utility Rate Development and Implementation.
- 1.10 "Scope of Services" means those services set forth in Section 4.0 that are required to be performed by the A/E in accordance with the terms and conditions of this Agreement.

- 1.11 "Work" shall mean all the work to construct the Project that is required to be performed by the contractor pursuant to a construction agreement between the City and contractor.

## SECTION 2.0 – TERM OF AGREEMENT

- 2.1 This Agreement shall commence on the Execution Date and shall be completed when the A/E has completed the Scope of Services and provided all the Deliverables required by and in accordance with this Agreement ("Term"), unless this Agreement is earlier terminated as provided for herein.

## SECTION 3.0 – REPRESENTATIONS, WARRANTIES AND ACKNOWLEDGMENTS

- 3.1 The A/E is professionally qualified to provide the Scope of Services and is licensed to practice architecture or engineering in the State of Florida by all public entities having jurisdiction over the A/E and the Project.
- 3.2 The A/E shall be responsible for signing and sealing plans and specifications required by this Agreement.
- 3.3 The A/E shall maintain all necessary licenses, permits or other authorizations necessary to act as the A/E and which are required to provide the Scope of Services during the Term of this Agreement.
- 3.4 The A/E will become familiar with the Project site(s) and the local conditions under which the Project shall be designed, constructed, and operated.
- 3.5 The A/E shall exercise that degree of care and skill ordinarily exercised by members of the same profession and shall perform the Scope of Services using reasonable skill and judgment in accordance with sound business, ethical and professional standards.
- 3.6 The A/E represents that it has or will secure, at its own expense, all personnel required to perform the Scope of Services required by this Agreement.
- 3.7 The A/E warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the A/E to solicit or secure this Agreement and that the A/E has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the A/E any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.
- 3.8 The A/E acknowledges that the A/E is responsible for the acts and omissions (including negligent, reckless, or intentionally wrongful acts and omissions) of any



A/E Representative in the performance of the Scope of Services required by this Agreement.

- 3.9 The A/E accepts the relationship of trust and confidence established between it and the City by this Agreement. The A/E covenants with the City to cooperate to furnish professional efforts during the Term of this Agreement that are consistent with reasonable professional practices and the best interest of the City.
- 3.10 The A/E shall be responsible for the professional quality, technical accuracy and the coordination of all Deliverables furnished, produced and developed by the A/E under this Agreement.
- 3.11 The A/E acknowledges that the City reserves the right to enter into agreements with other firms or entities to assist the City with its review of the Deliverables, any Project component(s), and the Work.
- 3.12 The A/E represents and warrants that it has the right to access and use all equipment, services, software, computer models, data, routines, technology, other intellectual property incident to providing the Scope of Services required by this Agreement (collectively, the "Intellectual Property"). The A/E is responsible for any infringement or claim of infringement of any patent, trademark, copyright, trade secret, or other proprietary interest arising out of the A/E's use of the Intellectual Property.

#### SECTION 4.0 – SCOPE OF SERVICES

- 4.1 The detailed services that the A/E shall perform for the City are set forth in Appendix A, which is attached hereto and made apart hereof.

#### SECTION 5.0 – CITY'S RESPONSIBILITIES

- 5.1 The City shall provide all available information regarding the Project to the A/E, and shall provide direction to the A/E consistent with the terms and conditions of this Agreement.

#### SECTION 6.0 – COMPENSATION; INVOICE

- 6.1 Provided that the A/E faithfully performs its obligations contained this Agreement, the City hereby agrees to pay the A/E the fees and costs set forth in Appendix B, provided however that the total amount of fees and costs paid to the A/E by the City for providing the Scope of Services and Deliverables required by this Agreement shall not exceed Four Hundred Twenty-Two Thousand Four Hundred Sixteen dollars (\$422,416) ("Payment"). The Payment shall be inclusive of all out-of-pocket expenses, including but not limited to transportation, lodging, meals,

materials, and documents required by this Agreement. The Payment shall only be increased in strict accordance with this Agreement.

- 6.2 The A/E shall invoice the City on a monthly basis and the City shall pay the A/E within thirty (30) days of receipt of such invoice (provided the A/E is in compliance with the terms and conditions of this Agreement). The monthly invoice shall be in the form and contain the detail required by the City's Project Manager.

#### SECTION 7.0 – NON-COMPENSATED SERVICES

- 7.1 The A/E shall not be compensated for any services required to correct errors, omissions, or deficiencies in the Deliverables caused by the A/E or any A/E Representative.
- 7.2 The A/E shall not be compensated for any services required to bring any Deliverable(s) in compliance with applicable Laws (e.g., Americans with Disabilities Act and Florida Building Code) in effect at the time such Deliverable(s) was provided to the City in accordance with this Agreement.

#### SECTION 8.0 – INDEMNIFICATION

- 8.1 The A/E shall indemnify and hold harmless the City, and its officers and employees, (collectively, the "Indemnified Parties") from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the A/E or any A/E Representative in the performance of this Agreement.
- 8.2 The provisions of this paragraph are independent of, and will not be limited by, any insurance required to be obtained by the A/E pursuant to this Agreement or otherwise obtained by the A/E.

#### SECTION 9.0 – INSURANCE

- 9.1 The A/E shall maintain the following types and amounts of insurance throughout the Term of this Agreement:
- 9.1.1 Commercial General Liability Insurance Policy protecting the City against all claims or demands that may arise in an amount of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. This policy shall include coverage for personal injury, death, damage to property, and destruction of property. This policy shall also include contractual liability coverage that provides and pays for a defense for all claims or demands covered by A/E's indemnification obligations under this Agreement and



that is in an amount sufficient to cover the A/E's indemnification obligations under this Agreement.

- 9.1.2 Worker Compensation Insurance in compliance with the laws of the State of Florida.
  - 9.1.3 Employers Liability coverage with minimum limits of \$100,000 each accident, \$100,000 each employee and \$500,000 policy limit for disease.
  - 9.1.4 Commercial Automobile Insurance in an amount of at least \$1,000,000 combined single limit.
  - 9.1.5 Professional Liability Insurance including Errors and Omissions for the Scope of Services required to be performed by the A/E pursuant to this Agreement with a limit of \$1,000,000 per claim, or if the policy is on a claims made basis with a limit of \$1,000,000 and an extended reporting period of at least 90 days. Whether an occurrence or a claims made policy, in addition to the certification of insurance a letter from insurer as to the amount of claims payments and reserves chargeable to the aggregate amount of the liability coverage is required.
- 9.2 All insurance companies furnishing insurance coverage required by this Agreement shall be licensed and authorized to do business under the laws of the State of Florida and have no less than an "A-" Financial Rating or higher according to the most current edition of AM Best's Insurance Reports or similar.
  - 9.3 The A/E shall provide the City with Certificate(s) of Insurance on all the required policies of insurance and renewals thereof in a form(s) acceptable to the City. All policies shall name the Indemnified Parties as additional insureds with the exception of Worker's Compensation and Professional Liability.
  - 9.4 Each policy shall provide that the insurance company shall provide the City at least thirty (30) days prior written notice of any reduction, cancellation, or material change in the policy.
  - 9.5 The A/E hereby waives all subrogation rights of its insurance carriers in favor of the Indemnified Parties. This provision is intended to waive fully, and for the benefit of the Indemnified Parties, any rights or claims which might give rise to a right of subrogation in favor of any insurance carrier.
  - 9.6 The City reserves the right to change or alter the above insurance requirements as it deems necessary.



## SECTION 10.0 – OWNERSHIP OF DELIVERABLES

- 10.1 The City shall solely own all Deliverables, including the copyright and all other associated intellectual property rights, produced and developed by the A/E pursuant to the terms and conditions set forth in this Agreement. All Deliverables shall be submitted to the City prior to the City issuing final payment to the A/E.
- 10.2 The City acknowledges that the Deliverables are not intended or represented to be suitable for revision by the City, or others, for purposes other than that for the Scope of Services which said Deliverables were prepared. Any reuse or modification of the Deliverables without written verification or adaptation by the A/E for the specific purpose intended will be at the City's sole risk and the A/E shall not be liable or responsible for any claims arising from the City's reuse or modification of the Deliverables without written verification or adaptation by the A/E.

## SECTION 11.0 – SUBCONTRACTS

- 11.1 The A/E may hire or use subcontractors or subconsultants in connection with the performance of the A/E's obligations under this Agreement. Unless context clearly indicates otherwise, the terms "subcontractor" and "subconsultant" shall be interchangeable in this Agreement, and the terms "subcontract agreement" and "subconsulting agreement" shall likewise be interchangeable in this Agreement.
- 11.2 The A/E shall give advance notification to the City's Project Manager of any proposed subcontract agreement or any change to any existing subcontract agreement. Such advance notice shall include the following:
  - 11.2.1 A description of the supplies or services called for by the subcontract or change to an existing subcontract.
  - 11.2.2 Identification of the proposed subcontractor and an explanation of why and how the proposed subcontractor was selected.
  - 11.2.3 The proposed subcontractor price.
- 11.3 The A/E shall be responsible for negotiating the terms and conditions of each subcontract agreement. The A/E is also solely responsible for ensuring that each subcontractor acts in a manner consistent with and in accordance with the terms and conditions of this Agreement. The A/E shall require each subcontractor to (i) obtain the same types and amount of insurance and comply with all insurance provisions that are required of the A/E pursuant to this Agreement and (ii) indemnify and hold harmless the Indemnified Parties to the same extent as the A/E under this Agreement. The A/E's retention of a subcontractor does not relieve the A/E of any of its duties, obligations, or representations under this Agreement.



- 11.4 The A/E shall not change a subcontract agreement without the prior written consent of the City's Project Manager. Any consent of the City's Project Manager does not relieve the A/E from any obligations under this Agreement and does not constitute a waiver of any of the City's rights under this Agreement. The City's Project Manager may, at its discretion, ratify in writing any such subcontract which shall constitute the consent of the City's Project Manager as required by this section 11.4.

#### SECTION 12.0- DISPUTES

- 12.1 Except as otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement, which is not disposed of by a supplemental agreement, shall be decided by the City's Project Manager, who shall provide a written decision to the A/E. The decision of the City's Project Manager shall be final and conclusive, unless within fifteen (15) days from the date of receipt of such copy, the A/E mails or otherwise furnishes to the City's Project Manager a written notice of dispute.
- 12.2 In the event a decision of the City's Project Manager is the subject of a dispute, such dispute may be settled by appropriate legal proceeding or, if the Parties mutually agree in writing, through arbitration or administrative process. Pending any binding arbitative or administrative decision, appeal, or judgment referred to in this Section or the settlement of any dispute arising under this Agreement, the Parties shall proceed diligently with the performance of this Agreement.
- 12.3 Each party shall be responsible for its own costs and expenses, including legal fees, of any arbitration, administrative proceedings, appeal or suit prosecuted by either party.

#### SECTION 13.0 – SUSPENSION OF SERVICES

- 13.1 The City's Project Manager may, at any time, by written order to the A/E, require the A/E to suspend, delay, or interrupt all or any part of the Scope of Services required by this Agreement. Any such order shall be specifically identified as a suspension of services order ("Suspension of Services Order"). Upon receipt of a Suspension of Services Order, the A/E shall forthwith comply with its terms and immediately cease incurrence of further costs and fees allocable to the services covered by the Suspension of Services Order during the period of stoppage of services. This shall include the involvement of any and all subcontractual relationships.
- 13.2 If a Suspension of Services Order issued under this Section is canceled, the A/E shall resume the Scope of Services within fifteen (15) days after a Suspension of Services Order is canceled. If an adjustment to the Scope of Services or any other



term and condition of this Agreement is required due to a suspension of services pursuant to this Section, the Parties shall follow the Contract Adjustments (as defined herein) procedure as described in Section 18 of this Agreement. Failure to agree to any Contract Adjustments shall be a dispute concerning a question of fact pursuant to Section 12.

- 13.3 If a Suspension of Services Order is not canceled and this Agreement is terminated by the City for convenience, the City shall pay the A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the A/E's sole compensation in the event of termination of this Agreement and the City shall have no other liability to the A/E related to termination of this Agreement. Without limiting the generality of the foregoing, the City shall have no liability to the A/E for lost profits or lost opportunity costs in the event of termination of this Agreement.

#### SECTION 14.0 – TERMINATION

##### 14.1 TERMINATION FOR CONVENIENCE

- 14.1.1 The performance of the Scope of Services under this Agreement may be terminated in whole or in part by the City whenever for any reason the City's Project Manager shall determine that such termination is in the best interest of the City. Termination shall be effective fifteen (15) days after delivery to the A/E of a notice of termination specifying the extent to which performance of Scope of Services under this Agreement is terminated.
- 14.1.2 Upon receipt of the notice of termination, the A/E shall, unless the notice of termination directs otherwise, immediately discontinue performance of the Scope of Services required by this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement.
- 14.1.3 The City shall pay the A/E costs and fees for services performed up to the effective date of termination, provided such costs and fees are owed to the A/E pursuant to this Agreement. The A/E shall provide the City all completed or partially completed Deliverables prior to the receipt of payment for services performed up to the effective date of termination. The foregoing payment shall constitute the A/E's sole compensation in the event of termination of this Agreement by the City for convenience and the City shall have no other liability to the A/E related to termination



of this Agreement by the City for convenience. Without limiting the generality of the foregoing, the City shall have no liability to the A/E for lost profits or lost opportunity costs in the event of termination of this Agreement by the City for convenience.

#### 14.2 TERMINATION FOR DEFAULT

- 14.2.1 The City may terminate this Agreement upon written notice to the A/E in the event the A/E defaults on any of the terms and conditions of this Agreement and such failure continues for a period of thirty (30) days following notice from the City specifying the default; provided, however, that the City may immediately terminate this Agreement, without providing the A/E with notice of default or an opportunity to cure, if the City determines that the A/E has failed to comply with any of the terms and conditions of this Agreement related to insurance coverage.
- 14.2.2 In the event of termination of this Agreement pursuant to Section 14.2, the City shall not be obligated to make any further payment to the A/E hereunder until such time as the City has determined all costs, expenses, losses and damages which the City may have incurred as a result of such default by the A/E, whereupon the City shall be entitled to set off all costs (including the cost to cover if the City procures similar services from another architect/ engineer), expenses, losses and damages so incurred by the City against any amount due to the A/E under this Agreement.
- 14.2.3 Nothing contained in this Section 14.0 shall be construed as limiting the City's rights and remedies in the event of termination of this Agreement.

#### SECTION 15.0 – PROHIBITED INTEREST

- 15.1 No appointed or elected official or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

#### SECTION 16.0 – FINDINGS CONFIDENTIAL

- 16.1 Subject to the requirement of Florida laws regarding public records and section 22.0 of this Agreement, all Deliverables produced or developed by the A/E or any City data available to the A/E pursuant to this Agreement shall not be made available to any individual or organization, other than the A/E or any A/E Representative, by the A/E without prior written consent from the City.

## SECTION 17.0 – GENERAL PROVISIONS

- 17.1 Should any section or portion of any section of this Agreement be rendered void, invalid or unenforceable by any court of law for any reason, such determination shall not render void, invalid or unenforceable any other paragraph or portion of this Agreement.
- 17.2 Each party to this Agreement that is not an individual represents and warrants to the other party that (i) it is a duly organized, qualified and existing entity authorized to do business under the laws of the State of Florida, and (ii) all appropriate authority exists so as to duly authorize the person executing this Agreement to so execute the same and fully bind the party on whose behalf he or she is executing.
- 17.3 The A/E shall make no assignment of any of its rights, duties, or obligations under this Agreement without the City's prior written consent, which consent may be withheld by the City Council in its sole and absolute discretion.
- 17.4 This Agreement shall be interpreted and construed in accordance with the laws of the State of Florida and shall inure to and be binding upon the Parties, their successors and assigns. Venue for any action brought in state court shall be in Pinellas County, St. Petersburg Division. Venue for any action brought in federal court shall be in the Middle District of Florida, Tampa Division, unless a division shall be created in St. Petersburg or Pinellas County, in which case the action shall be brought in that division. The Parties consent to the personal jurisdiction of the aforementioned courts and irrevocably waive any objections to said jurisdiction.
- 17.5 The A/E shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations; the federal and state constitutions; and orders and decrees of any lawful authorities having jurisdiction over the matter at issue (collectively, "Laws"), including those related to licensing and permitting, the Americans with Disabilities Act, the Florida Building Code, Florida Executive Order 11-02, and Florida laws regarding public records. The A/E shall also comply with the City's policies, procedures, and executive orders and with any technical standards provided to the A/E by the City.
- 17.6 This Agreement has been prepared by the City and reviewed by the A/E and its professional advisors. The City, the A/E, and the A/E's professional advisors believe that this Agreement expresses their agreement and that it should not be interpreted in favor of either the City or the A/E or against the City or the A/E merely because of their efforts in preparing it.
- 17.7 The headings are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.



- 17.8 The A/E shall keep accurate books, records and documentation related to this Agreement at the address for delivery of notices set forth in this Agreement. All such books, records and documentation shall be kept by the A/E and shall be open to examination, audit and copying by the City during the Term of this Agreement and for the retention periods set forth in the most recent General Records Schedule GS1-SL for State and Local Government Agencies, following termination or expiration of this Agreement. The A/E shall bear the costs associated with the retention of books, records and documentation. Nothing in this section 17.8 shall be construed to allow destruction of records that may be required to be retained longer by the statutes of the State of Florida.
- 17.9 All obligations and rights of any party arising during or attributable to the period prior to expiration or earlier termination of this Agreement, including but not limited to those obligations and rights related to indemnification, shall survive such expiration or earlier termination.
- 17.10 This Agreement may be amended only in writing executed by the Parties.
- 17.11 This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, whether oral or written, between them.
- 17.12 Each appendix to this Agreement, including attachments to an appendix and materials referenced in an appendix, is an essential part hereof and is incorporated herein by reference.
- 17.13 No term or condition of this Agreement shall be deemed waived, and no breach of this Agreement excused, unless the waiver or consent is in writing signed by the party granting such waiver or consent.
- 17.14 In the event that either party is delayed in the performance of any act or obligation pursuant to or required by this Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such party is actually delayed by such Force Majeure Event. The party seeking delay in performance shall give notice to the other party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any party seeking delay in performance due to a Force Majeure Event shall use best efforts to rectify any condition causing such delay and shall cooperate with the other party to overcome any delay that has resulted.



- 17.15 The A/E shall not take any action that will result in a lien being placed against the City or to any services or Deliverables being provided to the City. In the event the City is placed on notice of an intent to lien or placed on notice of a lien by the A/E or any A/E Representative, the A/E will take immediate action at the A/E's expense to respectively prevent or remove and discharge the lien.
- 17.16 Subject to the requirements of Florida laws regarding public records, neither party shall use the other party's name in conjunction with any endorsement, sponsorship, or advertisement without the prior written consent of the named party.
- 17.17 The obligations of the City as to any funding required pursuant to this Agreement shall be limited to an obligation in any given year to budget, appropriate and pay from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Agreement.
- 17.18 All Deliverables shall be made available to the City upon request and shall be considered public records unless they are exempt from disclosure under Florida laws regarding public records.
- 17.19 Time is of the essence of this Agreement and each of its provisions.
- 17.20 In the event of an inconsistency or conflict the following order of precedence shall govern: (i) this Agreement, exclusive of the appendices and the attachments to and materials referenced in an appendix; (ii) the appendices to this Agreement, exclusive of the attachments to and materials referenced in an appendix; (iii) the attachments to and materials referenced in the an appendix.
- 17.21 For purposes of this Agreement, any required written permission, consent, acceptance, approval, or agreement ("Approval") by the City means the Approval of the Mayor or his authorized designee, unless otherwise set forth in this Agreement or unless otherwise required to be exercised by the City Council pursuant to the City Charter or applicable Laws.
- 17.22 If required by applicable Laws (e.g., Florida Executive Order 11-02), the A/E shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the A/E during the Term of this Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment

eligibility of all new employees hired by the subcontractor during the Term of this Agreement.

#### SECTION 18.0 – CONTRACT ADJUSTMENTS

- 18.1 Either party may propose additions, deletions or modifications to the Scope of Services ("Contract Adjustments") in whatever manner such party determines to be reasonably necessary for the proper completion of the services. Proposals for Contract Adjustments shall be submitted to the non-requesting party on a form provided by the City. Contract Adjustments shall be effected through written amendments to this Agreement signed by authorized representatives of the Parties.
- 18.2 There shall be no modification of the Payment on account of any Contract Adjustment made necessary or appropriate as a result of the mismanagement, improper act, or other failure of the A/E or any A/E Representative to properly perform their obligations and functions under this Agreement.
- 18.3 Notwithstanding anything to the contrary contained in this Agreement, there shall be no change in the Payment, the Term of this Agreement or the Scope of Services except through a written amendment to this Agreement signed by authorized representatives of the Parties.

#### SECTION 19.0 – NOTICE

- 19.1 Unless and to the extent otherwise provided in this Agreement, all notices, demands, requests for approvals and other communications which are required to be given by either party to the other shall be in writing and shall be deemed given and delivered on the date delivered in person, upon the expiration of five (5) days following the date mailed by registered or certified mail, postage prepaid, return receipt requested to the address provided below, or upon the date delivered by overnight courier (signature required) to the address provided below.

##### **CITY:**

City of St. Petersburg  
Engineering and Capital Improvements Department  
P. O. Box 2842  
St. Petersburg, FL 33731  
Attention: Carlos Frey, P.E., ENV SP  
Manager, Stormwater and Environmental  
Phone: (727) 892-5380  
Fax: (727) 892-5476  
Email: carlos.frey@stpete.org



**WITH A COPY TO:**

City of St. Petersburg  
Engineering and Capital Improvements Department  
P.O. Box 2842  
St. Petersburg, FL 33731  
Attention: Brejesh Prayman, P.E.  
Director, Engineering & Capital Improvements  
Phone: (727) 892-5383  
Fax: (727) 892-5476  
Email: brejesh.prayman@stpete.org

**A/E:**

Stantec Consulting Services, Inc  
777 S. Harbour Island Boulevard, Suite 600  
Tampa, Florida 33605-3921  
Attention: David Kemper, P.E., Senior Principal  
Phone: (813) 223-9500  
Fax: (813) 223-0009  
Email: david.kemper@stantec.com

- 19.2 Either party may change its authorized representative or address for receipt of notices by providing the other with written notice of such change. The change shall become effective five (5) days after receipt by the non-changing party of the written notice of change. Unless otherwise agreed to by the Parties in writing, electronic submission of notices does not relieve either party of the requirement to provide notice in writing as required in Section 19.1 above.

**SECTION 20.0 – SCHEDULE**

- 20.1 The A/E shall perform the Scope of Services in accordance with the schedule set forth in Appendix C, which is attached hereto and made apart hereof. Such schedule may be revised by the City's Project Manager after consultation with the A/E.

**SECTION 21.0 – PERSONNEL**

- 21.1 The A/E shall assign the key personnel to perform the Scope of Services in accordance with this Agreement. The A/E shall not, without the City's prior written consent, transfer, reassign, redeploy or otherwise remove any key personnel; provided, however, that removal of any key personnel due to their incapacity or termination shall not constitute a violation of this Section. If any of the key personnel are incapacitated or are terminated, the A/E shall, within ten (10) days, replace such person with another person approved by the City and that is at least

as well qualified as the person who initially performed that person's role. The A/E shall provide for a transition period of at least one (1) week (or such shorter period of time approved by the City) during which time any key personnel being replaced shall familiarize their replacement(s) with the work required to be performed by the replacement(s). The A/E shall be solely responsible for all costs associated with replacement of key personnel. Without limiting the generality of the foregoing, if any change in key personnel causes a delay, the A/E shall be solely responsible for any and all of its increased costs associated with such delay.

- 21.2 The City may require the A/E to replace any persons performing the Scope of Services, including but not limited to any A/E Representative, whom the City determines is not performing the Scope of Service to the City's satisfaction. Before a written request is issued, authorized representatives of the City and the A/E will discuss the circumstance. Upon receipt of a written request from an authorized representative of the City, the A/E shall be required to proceed with the replacement. The replacement request will include the required replacement date and the reason for the replacement. The A/E shall use its best efforts to effect the replacement in a manner that does not degrade service quality. This Section will not be deemed to give the City the right to require the A/E to terminate a person's employment. Rather, this Section is intended to give the City only the right to require that the A/E discontinue using persons in the performance of the Scope of Services under this Agreement.

#### SECTION 22.0 – PUBLIC RECORDS

- 22.1 The A/E shall (i) keep and maintain public records (as defined in Chapter 119, Florida Statutes) required by the City to perform the services pursuant to this Agreement; (ii) upon request from the City Clerk's Office, provide the City (at no cost to the City) with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided under Florida laws regarding public records or other applicable Laws; (iii) ensure that public records in the A/E's possession that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable Laws for the Term and after the expiration or earlier termination of this Agreement; and (iv) after the expiration or earlier termination of this Agreement, at the City's request, either transfer, at no cost, to the City all public records in the A/E's possession within ten (10) days following the City's request and/or keep and maintain any public records required by the City to perform the services pursuant to this Agreement. If the A/E transfers all public records to the City upon the expiration or earlier termination of this Agreement, the A/E shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the A/E keeps and maintains public records upon the expiration or earlier termination of



this Agreement, the A/E shall meet all applicable requirements for retaining public records in accordance with this Agreement and all applicable Laws. At the City's request, all public records stored electronically by the A/E shall be provided to the City in a format approved by the City.

**22.2 IF THE A/E HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, AS TO THE A/E'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CITY CLERK'S OFFICE (THE CUSTODIAN OF PUBLIC RECORDS) AT (727) 893-7448, CITY.CLERK@STPETE.ORG, OR 175 FIFTH ST. N., ST. PETERSBURG FL 33701.**

22.3 Nothing contained herein shall be construed to affect or limit the A/E's obligations including but not limited to the A/E's obligations to comply with all other applicable Laws and to maintain books and records pursuant to this Agreement.

**SECTION 23.0 – REPORTS TO CITY COUNCIL**

23.1 When the A/E provides any draft or final report (including technical memoranda) to the City's Project Manager or to any other member of City staff, the A/E shall also provide copies of such report to City Council as follows:

23.1.1 For a draft report, the A/E shall send an electronic copy to the City Council Administrative Service Officer via email to council@stpete.org and to each City Council member via email to his or her individual City email address. The A/E may obtain Council members' individual email addresses from the City Council Administrative Service Officer.

23.1.2 For a final report, in addition to providing electronic copies in the same manner that is required for a draft report, the A/E shall also deliver nine (9) hard copies of the report to the City Council Administrative Service Officer.

23.2 At a minimum, the A/E shall include a description of the following in all draft and final reports: data utilized, methodology utilized and assumptions made. The A/E shall also verify in all draft and final reports that the A/E's reliance on and utilization of such data, methodology, and assumptions are consistent with the A/E's professional standards. The A/E shall mark all draft reports with a draft watermark, version number, and date.

23.3 If the A/E provides a draft or final report to City Council pursuant to Section 23.1 and that report revises any portion of a report previously provided to City Council

pursuant to Section 23.1, the new report must be accompanied by documentation of the revisions to the previous report as follows:

- 23.3.1 When practicable, changes must be documented in redline format, showing a word-for-word comparison of the previous report and the new report. For purposes of clarity, non-substantive changes (e.g., changes to formatting and white space) should be excluded from this comparison.
  - 23.3.2 When redline format is not practicable (e.g., for a chart or diagram), the A/E shall indicate whether the changed content is revised, substituted, or new, and if the nature of any change is not obvious, the A/E shall also provide an explanation of that change. If it is impracticable or unclear to provide such an explanation as an annotation in the document itself, the A/E shall provide the explanation through separate documentation.
- 23.4 If requested by the City Council, the A/E shall attend one or more City Council meetings to provide an update on the status of a project and/or make a presentation on a report. Unless otherwise agreed to by the City Council, the A/E shall receive no additional compensation for attendance at City Council meetings beyond the compensation already provided for pursuant to this Agreement.

[Signature page follows]



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the  
day and date first above written.

A/E – STANTEC CONSULTING  
SERVICES, INC.

WITNESSES

Sign: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

CITY OF ST. PETERSBURG, FLORIDA

Sign: \_\_\_\_\_

Print: Brejesh Prayman, P.E.

Title: Director, Engineering & Capital Improvements

ATTEST

\_\_\_\_\_  
City Clerk

(SEAL)

Approved by the City's Project Manager

Approved as to Content and Form

Sign: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

City Attorney (Designee)

POWER OF EXECUTION

I, \_\_\_\_\_, certify that I am  
the \_\_\_\_\_ of \_\_\_\_\_,  
that \_\_\_\_\_ who signed this Agreement, was authorized  
to so execute this Agreement; that said Agreement was duly signed for and on behalf of  
said \_\_\_\_\_.

By: \_\_\_\_\_

Date Executed: \_\_\_\_\_



APPENDIX A – SCOPE OF SERVICES  
TIERED STORMWATER UTILITY RATE DEVELOPMENT & IMPLEMENTATION  
CITY OF ST. PETERSBURG, FL RFQ NO. 6630

## **General Description**

The City of St. Petersburg (City) conveys stormwater to local bays and surface waters through its stormwater system. The City charges user fees based upon the amount of impervious surface found on properties. Currently, single family residential parcels are charged a flat rate based on a statistical sample. All other parcels are charged a fee based on square feet of impervious area with most measurements calculated in 1989. Newer technologies now provide the ability to more accurately map impervious surfaces in the City. In order to develop a more equitable rate structure, an update of the impervious area data using those new technologies is needed.

The study will be conducted in multiple phases as authorized by City Council: digital mapping of properties, an impervious area analysis, a financial study to include rate development, public outreach (to be conducted by City staff), and implementation activities.

Stantec will first digitally map all parcels in the City, including residential, commercial, industrial, governmental, and all other parcels within City limits. Then we will define all impervious surface areas for the parcels, and concurrently conduct a revenue sufficiency analysis and begin setting up the cost allocation and rate models using actual cost data and placeholder impervious area data. We will then integrate the actual impervious data to finalize cost allocations and develop specific rate calculations, tiers, and customer impacts. We will meet periodically with City staff to review assumptions, key issues, and results. When substantially complete results are available, we will meet with the Mayor and City Council via the Budget Finance & Taxation Committee. During the project, City staff will develop a public outreach program that will be implemented during the project, communicating key issues, information, and results to stakeholders in support of public hearings in February of 2019 for new rates to be effective April 1, 2019. Concurrently, we will also be developing a web portal, customer billing files, as well as a credits/incentives program and formal appeals process that will be available prior to implementation.

## **Phase 1: Impervious Surface Development**

### **Task 1) Image Processing**

#### **Data Collection**

It is anticipated we will acquire and compile the following datasets into a central geodatabase:

- Current Parcel Data – Pinellas County Property Appraiser
- 2017 4-Band Imagery (6 inch) – SWFWMD
- Current Address Points – Pinellas County
- Current Street Centerlines – Pinellas County

#### **Image Segmentation**

We will segment approximately 118 multispectral image tiles covering the entirety of the City or also known as the Area of Interest (AOI). This process will segment the images into objects having similar color shape and size characteristics. Then we will adjust parameters governing the amount of spectral and spatial detail until the segmentation most accurately delineates impervious features.

## Tiered Stormwater Utility Rate Development and Implementation

### Image Classification

Stantec will create training samples throughout the area of interest that will be used to train the image classifier. An image classifier will be selected and the parameters will be adjusted to produce the most ideal results. Finally, the classifier will be run on each of the image tiles producing approximately 118 classified images. We will convert the segmented images into feature classes within a file geodatabase for final delivery.

### Accuracy Assessment

Stantec will create a reference dataset to assess the accuracy of the classification against. A random sampling strategy will be used to select points in which to determine overall accuracy of the classification. Each point will be ground-truthed utilizing a sub-foot Trimble R2 GPS unit. We will post process the classified images to address any errors discovered in the assessment.

### Task Deliverables:

- File Geodatabase containing feature classes representing the classified areas
- Approximately 118 classified TIFFs
- Field Verification Files

## **Phase 2: Impervious Surface Calculations**

### **Task 2) Impervious Area Calculations**

#### Parcel Database Development

The Pinellas County Property Appraiser database will be clipped to the City limits and further processed to create a parcel geodatabase feature class containing the following fields:

- Parcel ID
- Owner Name
- Mailing Address
- Site Address
- DOR Code
- DOR Description
- Parcel Square Feet
- Impervious Square Feet
- Percent Impervious

#### Single Family Residential Parcels

Stantec will clip and spatially join the classified images to approximately 72,000 single family residential parcels with the AOI. Next, we will conduct a thorough desktop analysis of each single family residential parcel and scrub the data for slivers and inaccuracies as visualized from a 1:600 ArcMap display scale. Impervious area will then be calculated for each property.

#### Non-Single Family Residential Properties



## Tiered Stormwater Utility Rate Development and Implementation

Similarly, we will clip and spatially join the classified images to approximately 6,000 non-single family residential parcels with the AOI. We will then conduct a thorough desktop analysis of each non-single family residential parcel and scrub the data for slivers and inaccuracies as visualized from a 1:600 ArcMap display scale. Impervious area calculations will then be calculated for each property.

### QA/QC

Stantec will develop and implement a Quality Control and Assurance procedure to ensure geometric and attribution correctness. Checks will include:

- Geometric
  - Edge matching
  - Duplicate Geometries
  - Overlapping Geometries
  - Slivers
- Attribution
  - Completeness
  - Domain Restricted

We will perform random sample impervious surface calculations with manual desktop impervious surface calculations to ensure the accuracy threshold of 10% is met. The accuracy statement will be stated within the metadata and will support data transparency steps.

### Assumptions

- Areas that meet the following criteria will be considered impervious:
  - Asphalt shingles, and concrete, tile, and metal roof structures.
  - Continuous asphalt and concrete sidewalk and driveway surfaces.
  - Stone, brick, lime rock, and other "pieced" hard sidewalk and driveway surfaces.
  - Decks and swimming pools.
  - Vehicles and other movable objects located on grass or bare earth will not be considered impervious.
  - Tree canopy and any other vegetative cover will not be considered impervious, except where an underlying surface or structure can reasonably be expected to exist, such as a driveway that can be observed on both sides of a tree canopy.
  - Mobile homes will be considered impervious surface.
- The study will rely on Pinellas County Property Appraiser data. The accuracy of this data may be suspect, and Stantec accepts no responsibility for errors in the deliverable data of this project, found to be resulting from errors in the underlying Property Appraiser data.
- Stantec will provide updated impervious square footages within this scope that are +/- 10% of the actual measured square footages. The accuracy specified herein does not apply to parcels determined to be wholly or partially obscured.

## Tiered Stormwater Utility Rate Development and Implementation

- In some instances, tree canopy may make verification and/or mapping of some impervious surfaces impossible. These areas will be noted in the deliverable dataset as SO, for "Significant Obstruction". Manual verification services for these instances will consist of using Google Street View, property appraiser data, or other datasets found to be useful.

### Task Deliverables:

- a) Technical memorandum documenting source data, procedures, assumptions, and limiting conditions relative to the development of impervious area
- b) File Geodatabase contain parcels with calculations and impervious surfaces clipped to parcel boundaries

## Phase 3: Financial and Rate Study

### Task 3) Review Current/Historic Financial and Billing Data

Prepare initial data requirements list, including samples of data provided as part of prior studies, as appropriate. Review current and historical financial data, system configuration/customer base, customer billing statistics, capital improvement programs and other relevant information. Request clarifications and additional information as required, and review supplemental data.

### Task Deliverables:

- a) Data request list and sample data formats/files received from prior studies

### Task 4) Revenue Sufficiency Analysis

Verify and input financial and billing data into Stantec's FAMS-XL financial forecasting module, run the model, and produce preliminary output, including a ten-year financial management program and schedule of proposed annual percentage rate adjustments (includes 1 meeting with City staff as well as one meeting with the Mayor). Results will include the following:

- Capital Improvements Program
  - Project listing by year
- Borrowing Program
  - Borrowing required to fund CIP projects not funded by other sources to include but not necessarily be limited to revenue bonds and State or other programs
  - Timing of bond(s)/loan(s) to provide required funds and/or refinancing
  - Annual debt service of bond issue(s)/loan(s)
- Revenue Sufficiency Analysis
  - Annual rate plan to provide sufficient revenues, including rate indexing options
  - Sensitivity analysis of alternative debt service coverage, capital transfers, and/or reserve levels
  - Detailed review and reconciliation of debt service coverage calculations (per bonds and for cash flow purposes)
- Sources and Uses of Funds Analysis
- Funds Analysis
  - Spend down limits (minimum reserve requirements) by fund
  - Beginning and ending funds balances by fund by year

### Task Deliverables:



## Tiered Stormwater Utility Rate Development and Implementation

- c) Minutes/summaries from all meetings
- d) Assumptions and results workbooks/outputs of financial model as needed during study
- e) Presentation materials/graphics for use in meeting with Mayor (meeting will include discussion of all phases/tasks of the study, not just this specific task)

### Task 5) Cost of Service Analysis

Link FY 2019 test-year line-item cost requirements from FAMS-XL financial forecasting module to a cost of service allocation module to allow for a detailed cost of service allocation to support the development of new rates by customer class (includes 1 meeting with City staff as well as one meeting with the Budget, Finance & Taxation (BF&T) Committee):

- Allocate FY 2019 cost of service into defined functions (i.e. customer, operations, capital, public engagement, etc.).
- Allocate costs of each function to residential and non-residential customer classes based upon units of service (i.e. impervious area, # of accounts, etc.)
- Review cost allocations with City staff and make adjustments to the cost allocations where appropriate.
- Compare cost of service allocations to revenue generated by current rates for each customer class.

#### Task Deliverables:

- a) Minutes/summaries from all meetings
- b) Assumptions and results workbooks/outputs of cost of service allocation model as needed during study
- c) Presentation materials for use in meeting with BF&T (meeting will include discussion of all phases/tasks of the study, not just this specific task)

### Task 6) Calculate Tiered Rates

Using the FY 2019 revenue requirement and cost of service allocations from Tasks 4 and 5, we will calculate residential and non-residential rates (includes 1 meeting with City staff as well as one meeting with the BF&T Committee):

- Review and reconcile FYE 2017 billing records for each account as compared to updated impervious area per Task 2.
- Quantify impacts of impervious area changes in terms of revenue and customer billings.
- Prepare impervious area property distribution to identify largest customers and inform residential impervious area tier sizing.
- Populate stormwater rate design model and evaluate updated rate schedules for the followings charges:
  - o Potential for a customer charge
  - o Alternative residential impervious area tier structures
  - o Updated non-residential charges
  - o Other as identified during the study.
- Prepare detailed customer/bill impact schedules, property impact distribution map, and updated rate schedules/adjustments as appropriate.

## Tiered Stormwater Utility Rate Development and Implementation

- Review results with consulting team and perform adjustments.
- Review the preliminary results with City staff in an interactive work session.
- Make adjustments based upon input from City staff.

### Task Deliverables:

- a) Minutes/summaries from all meetings
- b) Customer impact tables/maps and rate schedules as needed during study
- c) Presentation materials for use in meeting with BF&T (meeting will include discussion of all phases/tasks of the study, not just this specific task)

## **Phase 4: Public Outreach – To Be Conducted "In-House" By City Staff**

### **Task 7) Conduct Public Outreach Meetings & Execute Program**

While this task will be performed by City staff, Stantec will assist in the preparation of program briefing documents and presentations by providing readily available data, analysis, and/or graphics developed in other phases and tasks of the project.

## **Phase 5: Implementation Activities**

### **Task 8) Develop Public User Interface For Review of Proposed Areas/Charges**

Our team will lead the development of an interface to be hosted on the City's website. We will work closely with your IT staff in order to provide these capabilities to your customers. We understand the important roles transparency and accuracy play in the rollout of a new tiered billing system. With that in mind, our GIS and Information Systems specialists will tap into the power of GIS web mapping to provide the public with the means to verify that their property was mapped accurately and they are placed in the correct billing tier. This web mapping application will provide an intuitive platform that will allow the public to:

1. Understand what types of surfaces are considered "impervious".
2. Measure the impervious surface on their property
3. Verify they are in the correct billing tier

In cases where a customer wishes to dispute their assigned billing tier based, this mapping application will enable a dispute to be submitted to the City. This capability will lessen the burden on City customer service staff in dealing with questions and/or disputes.

It is anticipated that this task will produce the following web applications:

1. Story Map running on the City's ArcGIS Online account
2. Configurable Map Viewer via Esri JavaScript API, residing on the City's Server for ArcGIS

### Task Deliverables:

- a) Web application configuration files
- b) "How to use" web application guide
- c) File geodatabase with mapping data
- d) Technical document describing application maintenance



## Tiered Stormwater Utility Rate Development and Implementation

### Task 9) Develop Interface of Results into City's Utility Billing System

During this task, we will prepare a final billing file for use in the City's Utility Billing System. As discussed herein, we are very familiar with your billing system and our team of technical experts will provide exactly what you need to bill your customers correctly and accurately as new rates are implemented. In a previous assignment, we had the opportunity to engage City billing staff and gained insight into how the billing software (Naviline) processes customer account data. We understand how customer data needs to be formatted to enable billing modifications.

- Adjust billing records so parcel IDs match addresses
  - Multifamily units rate assignments
  - Record discrepancies
- Develop impervious layer maintenance plan

#### Task Deliverables:

- a) Technical memorandum on data maintenance plan for impervious layer. Describes methodology and provides options to the City with recommendations as to a process for maintaining the integrity of the GIS layer going forward.
- b) A master account billing file in Excel format that will include all necessary attributes pertaining to each account including the impervious area and applicable rate.

### Task 10) Develop Public User Interface for Logging/Evaluation Corrections to Impervious Surface Area

Modifications in the residential stormwater fee structure will result in an increase in questions and appeals from the City's residential parcel owners, tenants and occupants. As part of this task our project team will review the City's current process for handling customer appeals and provide guidance related to how the process may need to be modified to efficiently and effectively address the increase in number of appeals. The specific tasks will include:

- Review existing appeals process with City staff and discuss strategy of initial feedback from residential parcel owners, tenants and occupants in light of fee structure change. The strategy will include identification of additional resources that will be required due to the initial round of questions and appeals that will result from the initial billing.
- A bill insert or letter that outlines the changes in the fee structure prior to the first billing.
- Development of an appeals process (including identification of who may appeal) and development of workflow for the handling of appeals.
- Development of appeal forms to be utilized in an online user interface to verify impervious area and parcel appeals.
- Review appeals process with City staff and modify based on feedback.
- Provide input and recommendations for necessary changes to the City's existing stormwater ordinance and the City's Stormwater Management Utility Policy and Procedures Manual to implement the appeals process.

#### Task Deliverables:

- a) Document outlining a strategy to address initial questions and appeals from customers.
- b) Recommended bill insert or form letter for parcel owner notification prior to first billing.
- c) Document which will provide the detailed appeals process and document of workflow.
- d) Appeal forms for use in online interface.

## Tiered Stormwater Utility Rate Development and Implementation

### Task 11) Credit Program Recommendations

During this task, we will recommend appropriate credit and incentive programs applicable to customer categories and/or property types. We will evaluate a wide range of options that could be offered as part of the stormwater program including credits for parcels that manage stormwater quantity and quality. As part of the study, our project team will provide a comprehensive review and evaluation of the City's existing credit and incentive programs. The review will include the following items:

- Complete benchmarking of credits/incentives for comparable stormwater utilities.
- Review benchmarking and basis of existing credits with City staff including level of credit, current number of participating parcel owners and credit qualification requirements.
- Gather additional data and calculate credits/incentives (existing and new) per discussions with City staff and based on cost of service analysis completed in Task 5.
- Identify potential parameters/details of each credit and incentive program.
- Review results of credit analysis with City staff and adjust as required and provide recommended credit and incentive program.
- Document estimated revenue impacts of updated and expanded credit/incentive program and included in financial model as part of Task 4.
- Provide input and recommendations for necessary changes to the City's existing stormwater ordinance and the City's Stormwater Management Utility Policy and Procedures Manual to implement the credit/incentive program.

#### Task Deliverables:

- a) A document providing a benchmarking of credits/incentive for comparable utilities.
- b) A summary document that provides our recommended credits and incentives including updates to existing credits and additional credits for the City's consideration (including discussion relative to modifications to existing credit process manual for any new credits).

## Project Management & Documentation

### Task 12) Project Management & Documentation

Throughout the project, Stantec will facilitate regular conference calls with its project team and City staff to discuss progress on all tasks, including key issues, action items, and remaining schedule. After each of these calls, summaries will be distributed to the project team and City staff, as appropriate. Our project leader will ensure consistent and regular communications with our internal project team as well as the City to ensure all tasks are completed on time and within budget. Moreover, we will also document the results of the entire study in a Draft Report for review and comment by City staff. Any comments received will then be incorporated into a Final Report at completion of the study.

#### Task Deliverables:

- a) Minutes/summaries from all progress meetings/conference calls
- b) Draft Report for review & comment by City staff – anticipated delivery by March 1, 2019
- c) Final Report – anticipated delivery date of April 1, 2019



## II. Fees and Costs Calculation

Task	Fees and Costs	Subconsultant Services	5% Markup	Total Fees and Costs
Task 1 - Image Processing	\$63,880.00			\$63,880.00
Task 2 - Impervious Area Calculations	\$81,966.00	\$58,000.00	\$2,900.00	\$142,866.00
Task 3 - Review Current/Historic Financial and Billing Data	\$7,336.00			\$7,336.00
Task 4 - Revenue Sufficiency Analysis	\$18,824.00			\$18,824.00
Task 5 - Cost of Service Analysis	\$20,064.00			\$20,064.00
Task 6 - Calculate Tiered Rates	\$17,572.00			\$17,572.00
Task 7 - Develop and Execute Public Outreach Program		To Be Conducted "In-House" By City Staff		
Task 8 - Web Application	\$45,028.00			\$45,028.00
Task 9 - Billing Updates and Layer Maintenance	\$32,898.00			\$32,898.00
Task 10 - Public Appeals Interface	\$17,070.00			\$17,070.00
Task 11 - Credit Program Recommendations	\$19,044.00			\$19,044.00
Task 12 - Project Management & Study Documentation	\$35,334.00			\$35,334.00
Task 13 - Miscellaneous Expenses	\$2,500.00			\$2,500.00
Total	\$361,516.00	\$58,000.00	\$2,900.00	\$422,416.00

Appendix C  
Project Schedule  
Tiered Stormwater Rate Development and Implementation  
Project No.

