

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



NON-CONTINUING PROFESSIONAL SERVICES AGREEMENT

RFP TITLE: South Cross Bayou Dewatering Enhancements Project – Professional Engineering Services

RFP CONTRACT NO. 189-0371-NC (SS)

COUNTY PID NO. 002166A

NON-CONTINUING FIRM: Ardurra Group, Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE
AGREEMENT
TABLE OF CONTENTS**

SECTION 1 INTENT OF AGREEMENT 3

SECTION 2 SCOPE OF PROJECT 4

 2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 4

 2.2 PROJECT PHASES 4

 2.3 CONSULTING RESPONSIBILITIES 4

 2.4 GENERAL DESIGN CONDITIONS 5

 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 5

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT 5

 3.1 SEE EXHIBIT A – SCOPE OF SERVICES 5

 3.2 BIDDING PHASE 5

 3.3 CONSTRUCTION PHASE 6

 3.4 PROVISIONS RELATED TO ALL PHASES 7

 3.5 PERMIT APPLICATIONS AND APPROVALS 8

 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES 9

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY 9

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON 9

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES 10

 6.1 BASIC SERVICES 10

 6.2 OPTIONAL SERVICES 10

 6.3 CONTINGENCY SERVICES 10

 6.4 ADDITIONAL SERVICES 10

 6.5 INVOICING 10

SECTION 7 COMPENSATION TO THE CONSULTANT 12

SECTION 8 PERFORMANCE SCHEDULE 13

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 13

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 13

SECTION 11 SATISFACTORY PERFORMANCE 13

SECTION 12 RESOLUTION OF DISAGREEMENTS 13

SECTION 13 CONSULTANT’S ACCOUNTING RECORDS 14

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS 14

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION 14

**SECTION 16 EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO
EXECUTIVE ORDER 11246 15**

**SECTION 17 INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION
REFORM AND CONTROL ACT OF 1986 15**

SECTION 18 PROHIBITION AGAINST CONTINGENT FEE 15

SECTION 19 TRUTH IN NEGOTIATIONS 15

SECTION 20 SUCCESSORS AND ASSIGNS 15

SECTION 21 INTEREST ON JUDGMENTS 15

SECTION 22 TERMINATION OF AGREEMENT 16

SECTION 23 AGREEMENT TERM 16

SECTION 24 CONFLICT OF INTEREST 16

SECTION 25 ENTIRE AGREEMENT 16

SECTION 26 PUBLIC ENTITY CRIMES 17

SECTION 27 PUBLIC RECORDS 17

SECTION 28 GOVERNING LAW AND AGREEMENT EXECUTION 18

**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
South Cross Bayou Dewatering Enhancements Project – Professional Engineering Services**

THIS AGREEMENT, entered into on the 28TH day of JANUARY, 2020, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, Ardurra Group, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of the Dewatering Facility at South Cross Bayou Water Reclamation Facility (SCBWRF), Pinellas County, Florida

WHEREAS, the COUNTY desires the CONSULTANT provide PROFESSIONAL ENGINEERING SERVICES requisite to the development of the PROJECT; and

WHEREAS, the CONSULTANT has expressed the willingness and ability to provide the aforementioned Services; and

NOW THEREFORE, the COUNTY and the CONSULTANT, in consideration of the mutual covenants hereinafter set forth, agree as follows:

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus two (2) paper prints signed and sealed by a Professional Engineer certified in the State of Florida.
- All technical specifications required for construction of project.

2.2 PROJECT PHASES

All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in Exhibit A.

2.3 CONSULTING RESPONSIBILITIES

- A. It is the intention of the COUNTY that the CONSULTANT is held accountable for its work, including checking and review of plans, and that submittals are complete.
- B. The CONSULTANT shall be responsible for the accuracy of the work and shall promptly correct its errors and omissions without additional compensation. Acceptance of the work by the COUNTY will not relieve the CONSULTANT of the responsibility for subsequent correction of any errors and the clarification of any ambiguities.
- C. The CONSULTANT represents that it has secured or will secure, at its own expense, all personnel necessary to complete this Agreement; none of whom shall be employees of or have any contractual relationship with the COUNTY. Primary liaison with the COUNTY will be through the CONSULTANT'S Project Manager. All of the services required hereunder will be performed by the CONSULTANT or under the CONSULTANT'S supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under law to perform such services.
- D. The CONSULTANT shall endorse all reports, calculations, contract plans, and survey data. Services shall be prepared under the direction of an engineer registered in the State of Florida and qualified in the required discipline. Products or services performed or checked shall be signed and sealed by the CONSULTANT'S Florida registered engineer.

- E. The CONSULTANT shall be responsible for the preparation of a PROJECT design schedule, prepared in Microsoft Project 2013 or later, which shows a breakdown of all tasks to be performed, and their relationship in achieving the completion of each phase of work. A bar chart schedule showing overall PROJECT time frames should also be prepared. These schedules must be submitted for COUNTY approval within ten (10) days of the initial PROJECT Notice to Proceed. These schedules will be used to verify CONSULTANT performance in relationship to Fees claimed and to allow the COUNTY'S Project Manager to monitor the CONSULTANT'S efforts. The CONSULTANT shall be responsible for any updates to these schedules and for documenting in writing to the COUNTY any major deviations in the actual versus estimated PROJECT time frames.
- F. The CONSULTANT shall respond, in writing, to all review comments made by the COUNTY, and shall incorporate appropriate design adjustments into the PROJECT, in a timely manner, resulting from the review exchange.

2.4 GENERAL DESIGN CONDITIONS

2.4.1 The CONSULTANT shall coordinate and solicit appropriate input, with the knowledge of the COUNTY.

2.4.2 All design data, plans, and drawings shall be delivered electronically and or on CD ROM formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All specification and other documents shall be delivered electronically and or on a CD ROM, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

2.4.3 One (1) original and nine (9) copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.

2.4.4 The CONSULTANT shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be designed by the CONSULTANT in accordance with applicable industry standards. The CONSULTANT shall be responsible for utilizing and maintaining current knowledge of any laws, ordinances, codes, rules, regulations, standards, guidelines, special conditions, specifications, or other mandates relevant to the PROJECT or the services to be performed.

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

The CONSULTANT shall prepare with the COUNTY'S assistance the necessary bidding information, bidding forms, the conditions of the contract, and the form of agreement between the COUNTY and the Contractor. The CONSULTANT also, shall bear the cost of two (2) complete sets of documents (plans and specifications), two (2) of which shall be signed and sealed by the CONSULTANT as original record sets for the PROJECT. Each sheet in the two (2) construction plans print sets shall be signed, sealed and dated. The title sheet only of the two (2) specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

3.2.1 The CONSULTANT, following the COUNTY'S review of the Construction Documents and of the latest Statement of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding construction contracts for each bid package. The CONSULTANT shall assist conducting pre-bid conferences, and shall prepare a Bid Tabulation spreadsheet following receipt of bids.

3.2.2 If the Advertisement for bids has not commenced within sixty (60) days after the CONSULTANT submits the approved Construction Documents to the COUNTY, any fixed limit of Construction Cost established as a condition of this Agreement shall be adjusted to reflect any change in the general level of prices which may have occurred during that period of time in construction industry. The adjustment shall reflect changes between the date of submission of the Construction Documents to the COUNTY and the date on which the Advertisement for Bids occurred.

3.2.3 The CONSULTANT shall prepare any required addenda to construction plans and specifications on the PROJECT during the bidding phase affecting the CONSULTANT'S plans and specifications. The CONSULTANT shall also provide any addenda during the Construction Phase in sufficient quantity to distribute to all necessary parties as determined by the COUNTY. Addenda material shall be placed in envelopes by the CONSULTANT for mailing by the COUNTY. The CONSULTANT shall also furnish certified mail receipt material and prepare mailing labels. The COUNTY shall mail all addenda.

3.3 CONSTRUCTION PHASE

All contact and/or communication from the CONSULTANT to the Contractor shall be coordinated with the knowledge of the COUNTY.

A. Construction Consultation Services

1. Processing, review, approval and distribution of shop drawings, product data, samples and other submittals required by the Contract Documents.
2. Maintenance of master file of submittals with duplicate for COUNTY.
3. Construction Field Observation Services consisting of visits to the site as frequent as necessary, but not less than once every week, to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents and prepare related reports and communications. Provide written report of each visit. This field observation requirement shall include any sub-consultants at appropriate construction points.
4. Review for comment or approval any and all proposal requests, supplemental drawings and information and change orders.
5. Review for correctness Contractors pay requests for the COUNTY.
6. Prepare, reproduce and distribute supplemental drawings, specifications and interpretations in response to requests for clarification by the Contractor or the COUNTY as required by construction exigencies. Response to any request must be received by the COUNTY within twenty-four (24) hours of request, or the next available working day when the request is prior to a weekend or holiday.
7. Review, upon notice by the Contractor that work is ready for final inspection and acceptance.
8. Notify the COUNTY of any deficiencies found in follow-up reviews.
9. Evaluate all testing results and make recommendations to the COUNTY.

10. Assist in the establishment by the COUNTY of programs of operation and maintenance of the physical plant and equipment.
11. Arrange for and coordinate instructions on operations and maintenance of equipment in conjunction with manufacturer's representatives.
12. Prepare an operation and maintenance manual for the COUNTY'S use.
13. The CONSULTANT shall visit the project as necessary, but at a minimum of three (3) month, six (6) month and upon construction completion in order to certify that the permit conditions have been met satisfactorily. This shall not relieve the CONSULTANT of other needed visits to the project should specific issues arise.
14. Assistance in the training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory.
15. Prepare as-built record drawings, based on information furnished by the Contractors including significant changes in the work made during construction. The CONSULTANT will provide one (1) set of signed and sealed prints and one (1) CADD disk of the as-built record construction documents.
16. Transmit certified as-built record drawings and general data, appropriately identified, to the COUNTY within thirty (30) days following completion of construction.
17. Consult with, and recommend solutions to, the COUNTY during the duration of warranties in connection with inadequate performance of materials, systems, and equipment under warranty.
18. Review facilities or equipment prior to expiration of warranty period(s) to ascertain adequacy of performance, materials, systems and equipment.
19. Document noted defects or deficiencies and assist the COUNTY in preparing instructions to the Contractor for correction of noted defects.
20. The Contractor shall provide the CONSULTANT with all the required project close out material for CONSULTANT'S use in the warranty period services.
21. The Contractor shall have prime responsibility in the warranty period for all services herein. The CONSULTANT shall assist, consult, observe review and document as noted.

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

3.4.3 The CONSULTANT shall submit to the COUNTY design notes and computations to document the design conclusions reached during the development of the construction plans.

- a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.
- b. The design notes and calculations shall include, but not be limited to, the following data:
 - 1) Design criteria used for the PROJECT.
 - 2) Roadway geometric calculations
 - 3) Structural calculations.
 - 4) Drainage calculations.
 - 5) Traffic design calculations
 - 6) Traffic control calculations
 - 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
 - 8) Calculations showing probable cost comparisons of various alternatives considered.
 - 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
 - 10) Other PROJECT-related correspondences as appropriate.

3.4.4 Each set of plans for the PROJECT shall be accurate, legible, complete in design, suitable for bidding purposes and drawn to scales acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.5 The CONSULTANT shall make such reviews, visits, attend such meetings and conferences and make such contacts as are necessary for the proper preparation of plans and specifications for the PROJECT.

3.4.6 The COUNTY in no way obligates itself to check the CONSULTANT'S work and further is not responsible for maintaining project schedules.

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

- a. Provide necessary sealed drawings to obtain building permits or any utility permit.
- b. Assist the COUNTY in Contractor claims and/or litigation.
- c. Review the Adequacy and completeness of documents submitted by the Contractor to protect the COUNTY against claims by suppliers or third parties.

3.4.8 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.

3.4.9 All work prepared and/or submitted shall be reviewed and checked by a CONSULTANT (Architect/Engineer) registered in Florida. All plans shall be signed and sealed by the Professional CONSULTANT in responsible charge.

3.5 PERMIT APPLICATIONS AND APPROVALS

3.5.1 The CONSULTANT shall prepare all permit applications, data and drawings required for submittal BY THE COUNTY for approval of local, state and federal agencies.

3.5.2 The CONSULTANT shall, at no additional cost to the COUNTY, make all reasonable and necessary construction plans revisions required to obtain the necessary permit approvals for construction of the PROJECT.

3.5.3 For the purpose of ensuring the timely approval of all permits necessary for the construction of the PROJECT, the CONSULTANT shall schedule the necessary contacts and liaison with all agencies having permit jurisdiction over the PROJECT, and shall furnish, on a timely basis, such plans, data and information as may be necessary to secure approval of the required permits.

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

3.6.1 The requirements of the various utility services shall be recognized and properly coordinated with the PROJECT design.

3.6.2 Drainage investigations and drainage design shall be coordinated with any city or drainage district that may be affected by or have an effect on the PROJECT.

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

4.1 The COUNTY shall provide the following for the CONSULTANT'S use and guidance:

- A. Copies of existing maps, existing aerial photographs, as-built construction plans and data pertinent to the PROJECT design, which the COUNTY may have in its possession.
- B. Reproduces of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

The following services shall be provided at no additional cost to the COUNTY:

5.1 Prior to the commencement of design activities, the COUNTY will conduct with the CONSULTANT a pre-design conference for the purpose of discussing issues relative to the PROJECT, plans preparation and submittal procedures and to convey to the CONSULTANT such items provided for under Section 4 as may be required and available at that time.

5.2 The CONSULTANT shall make presentations to the COUNTY'S Director of Utilities or designee as often as reasonably requested and at any point in the PROJECT development should issues arise which make additional presentations other than those listed elsewhere in this Agreement, in the COUNTY'S best interest.

5.3 The CONSULTANT shall participate in Monthly PROJECT Conferences with COUNTY staff personnel. The meetings will be scheduled by the COUNTY at a location provided by the COUNTY.

5.4 The CONSULTANT shall attend, as technical advisor to the COUNTY all meetings or hearings conducted by permitting agencies or public bodies in connection with any permit required for the construction of the PROJECT, and shall prepare all presentation aids, documents and data required in connection with such meetings or hearings, and at the discretion of the COUNTY, shall either plead the COUNTY'S case or provide engineering and technical assistance to the COUNTY in its pleading of the case.

5.5 The CONSULTANT shall keep accurate minutes of all meetings and distribute copies to all attending. These meetings shall be set up through the COUNTY and appropriate COUNTY staff shall attend.

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

The services described and provided for under Sections 2, 3 and Exhibit A shall constitute the Basic Services to be performed by the CONSULTANT under this Agreement.

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY'S Director of Utilities, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Utilities or designee, the CONSULTANT shall furnish services resulting from unforeseen circumstances not anticipated under Basic Services due to minor changes in the PROJECT scope.

Compensation for any Contingency Services assignments shall be negotiated between the COUNTY and the CONSULTANT at the time the need for services becomes known.

6.4 ADDITIONAL SERVICES

When executed by the County Administrator or Board of County Commissioners as an amendment to this Agreement, the CONSULTANT shall provide such additional services as may become necessary because of changes in the Scope of PROJECT. Additional Services shall be classified as any change beyond the Contingency Services upset limit for compensation.

6.5 INVOICING

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

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

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

Should an invoiced amount for fees earned appear to exceed the work effort believed to be completed, the COUNTY may, prior to processing of the invoice for payment, require the CONSULTANT to submit satisfactory evidence to support the invoice.

All progress reports shall be mailed to the attention of the designated Project Manager, John French, Clearwater, FL 33756.

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

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

Each invoice shall include, at a minimum, the Supplier's name, contact information and the standard purchase order number. The County may dispute any payments invoiced by SUPPLIER in accordance with the County's Dispute Resolution Process for Invoiced Payments, established in accordance with Section 218.76, Florida Statutes, and any such disputes shall be resolved in accordance with the County's Dispute Resolution Process.

Fees for contingent or additional services authorized shall be invoiced separately, and shall be due and payable in full upon the presentation of satisfactory evidence that the corresponding services have been performed.

**SECTION 7
COMPENSATION TO THE CONSULTANT**

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3, the COUNTY agrees to pay the CONSULTANT as follows:

A Lump Sum Fee of: Fifty-Three Thousand One Hundred and Eleven and 36/100 Dollars (\$53,111.36) for the Task 1 – Design Project Management and Meetings Phase of the PROJECT.

A Lump Sum Fee of: One Hundred Sixty-Eight Thousand Two Hundred Twenty-Nine and 14/100 Dollars (\$168,229.14) for the Task 2 – Preliminary Engineering Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Seventy-Eight Thousand Four Hundred Thirty-Six and 40/100 Dollars (\$278,436.40) for the Task 3 –Final Design Phase of the PROJECT.

A Lump Sum Fee of: Nineteen Thousand Two Hundred Sixty-Eight and 08/100 Dollars (\$19,268.08) for the Task 4 – Permitting Phase of the PROJECT.

A Lump Sum Fee of: Twenty Thousand Seven Hundred Sixty-Four and 24/100 Dollars (\$20,764.24) for the Task 5 – Bid Services Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Thirty-One Thousand Seventy-Six and 54/100 Dollars (\$231,076.54) for the Task 6 –Construction Management Phase of the PROJECT.

A Lump Sum Fee of: One Hundred Twenty-Three Thousand Six Hundred Forty-Eight and 00/100 (123,648.00) for the Task 7 –Construction Observation Phase of the PROJECT.

The above fees shall constitute the total not to exceed amount of Eight Hundred Ninety-Four Thousand Five Hundred Thirty-Three and 76/100 Dollars (**\$894,533.76**) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For any CONTINGENCY SERVICES performed, the COUNTY agrees to pay the CONSULTANT, a negotiated fee based on the assignment, up to a maximum amount not to exceed Eighty-Nine Thousand and 00/100 Dollars (**\$89,000.00**) for all assignments performed.

7.3 Total agreement amount Nine Hundred Eighty-Three Thousand Five Hundred Thirty-Three and 76/100 Dollars (**\$983,533.76**).

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

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

**SECTION 8
PERFORMANCE SCHEDULE**

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

8.1 The services to be rendered by the CONSULTANT shall be commenced upon receipt from the COUNTY of written "NOTICE TO PROCEED."

8.2 All project phases shall be completed on or before the milestone dates provided in the COUNTY approved PROJECT design schedule referenced in 2.3 E.

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed twenty-one (21) days.

**SECTION 9
AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES**

9.1 The CONTINGENCY services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.

9.2 The ADDITIONAL services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.

9.3 The CONSULTANT shall perform no services contemplated to merit compensation beyond that provided for in this Agreement unless such services, and compensation therefore, shall be provided for by appropriate written authorization or amendment(s) to this Agreement.

**SECTION 10
FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES**

The COUNTY reserves the right to review the qualifications of any and all subconsultants, and to reject any subconsultant in a proper and timely manner, deemed not qualified to perform the services for which it shall have been engaged. Any subconsultant not listed as part of the prime consultants team at time of award must be approved by the Director of Purchasing prior to performing any service.

**SECTION 11
SATISFACTORY PERFORMANCE**

All services to be provided by the CONSULTANT under the provisions of this Agreement, including services to be provided by subconsultants, shall be performed to the reasonable satisfaction of the COUNTY'S Director of Utilities or designee.

**SECTION 12
RESOLUTION OF DISAGREEMENTS**

12.1 The COUNTY shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under this Agreement.

12.2 The decision of the COUNTY upon all claims, questions, disputes and conflicts shall be final and conclusive, and shall be binding upon all parties to this Agreement, subject to judicial review.

**SECTION 13
CONSULTANT'S ACCOUNTING RECORDS**

13.1 Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

13.2 The CONSULTANT'S records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the COUNTY'S agent or authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the CONSULTANT or any of his payees pursuant to the execution of the Agreement. These records shall include, but not be limited to, accounting records, written policies and procedures, subconsultant files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, change order files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to this Agreement. They shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. The COUNTY shall not audit payroll and expense records on task assignments paid by lump sum fee.

13.3 For the purpose of such audits, inspections, examinations and evaluations, the COUNTY'S agent or authorized representative shall have access to said records from the effective date of the Agreement, for the duration of work, and until five (5) years after the date of final payment by the COUNTY to the CONSULTANT pursuant to this Agreement.

13.4 The COUNTY'S agent or authorized representative shall have access to the CONSULTANT'S facilities and all necessary records in order to conduct audits in compliance with this Section. The COUNTY'S agent or authorized representative shall give the CONSULTANT reasonable advance notice of intended inspections, examinations, and/or audits.

**SECTION 14
OWNERSHIP OF PROJECT DOCUMENTS**

Upon completion or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports and other technical data, other than working papers, prepared or developed by the CONSULTANT under this Agreement shall be delivered to and become the property of the COUNTY. The CONSULTANT, at its own expense, may retain copies for its files and internal use. The COUNTY shall not reuse any design plans or specifications to construct another project at the same or a different location without the CONSULTANT'S specific written verification, adaptation or approval.

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

15.1 The Consultant must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. See Section C Insurance Requirements – Attached

15.2 If the CONSULTANT is an individual or entity licensed by the state of Florida who holds a current certificate of registration under Chapter 481, Florida Statutes, to practice architecture or landscape architecture, under Chapter 472, Florida Statutes, to practice land surveying and mapping, or under Chapter 471, Florida Statutes, to practice engineering, and who enters into a written agreement with the COUNTY relating to the planning, design, construction, administration, study, evaluation, consulting, or other professional and technical support services furnished in connection with any actual or proposed construction, improvement, alteration, repair, maintenance, operation, management, relocation, demolition, excavation, or other facility, land, air, water, or utility development or improvement, the CONSULTANT will indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

**SECTION 16
EQUAL EMPLOYMENT OPPORTUNITY CLAUSE
FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246**

In carrying out the contract, the CONSULTANT shall not discriminate against employee or applicant for employment because of race, color, religion, sex or national origin.

**SECTION 17
INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE
IMMIGRATION REFORM AND CONTROL ACT OF 1986**

CONSULTANT acknowledges that it is functioning as an independent Consultant in performing under the terms of this Agreement, and it is not acting as an employee of COUNTY. CONSULTANT acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, located at 8 U.S.C. Section 1324, et seq., and regulations relating thereto. Failure to comply with the above provisions of this contract shall be considered a material breach and shall be grounds for immediate termination of the contract.

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

By execution of this Agreement, the CONSULTANT certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete and current at the time of contracting. Further, the original contract amount and any additions thereto shall be adjusted to exclude any significant sums where the COUNTY determines the contract price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year following the end of the contract.

**SECTION 20
SUCCESSORS AND ASSIGNS**

The CONSULTANT shall not assign, sublet, or transfer his interest in this Agreement without the written consent of the COUNTY.

**SECTION 21
INTEREST ON JUDGMENTS**

In the event of any disputes between the parties to this Agreement, including without limitation thereto, their assignees and/or assigns, arising out of or relating in any way to this Agreement, which results in litigation and a subsequent judgment, award or decree against either party, it is agreed that any entitlement to post judgment interest, to either party and/or their attorneys, shall be fixed by the proper court at the rate of five percent (5%), per annum, simple interest. Under no circumstances shall either party be entitled to pre-judgment interest. The parties expressly acknowledge and, to the extent allowed by law, hereby opt out of any provision of federal or state statute not in agreement with this paragraph.

**SECTION 22
TERMINATION OF AGREEMENT**

22.1 The COUNTY reserves the right to cancel this Agreement, without cause, by giving thirty (30) days prior written notice to the CONSULTANT of the intention to cancel. Failure of the CONSULTANT to fulfill or abide by any of the terms or conditions specified shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of COUNTY. Alternatively, at the COUNTY'S discretion, the COUNTY may provide to CONSULTANT thirty (30) days to cure the breach. Where notice of breach and opportunity to cure is given, and CONSULTANT fails to cure the breach within the time provided for cure, COUNTY reserves the right to treat the notice of breach as notice of intent to cancel the Agreement for convenience.

22.2 If COUNTY terminates the Agreement for convenience, other than where the CONSULTANT breaches the Agreement, the CONSULTANT'S recovery against the COUNTY shall be limited to that portion of the CONSULTANT'S compensation earned through date of termination, together with any costs reasonably incurred by the CONSULTANT that are directly attributable to the termination. The CONSULTANT shall not be entitled to any further recovery against the COUNTY, including but not limited to anticipated fees or profit on work not required to be performed.

22.3 Upon termination, the CONSULTANT shall deliver to the COUNTY all original papers, records, documents, drawings, models, and other material set forth and described in this Agreement.

22.4 In the event that conditions arise, such as lack of available funds, which in the COUNTY'S opinion make it advisable and in the public interest to terminate this Agreement, it may do so upon written notice.

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for one thousand and ninety-five (1,025) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

24.1 By accepting award of this Contract, the CONSULTANT, which shall include its directors, officers and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including as described in the CONSULTANT'S own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers suppliers, distributors, or contractors who will be eligible to supply material and equipment for the PROJECT for which the CONSULTANT is furnishing its services required hereunder.

24.2 If, in the sole discretion of the County Administrator or designee, a conflict of interest is deemed to exist or arise during the term of the contract, the County Administrator or designee may cancel this contract, effective upon the date so stated in the Written Notice of Cancellation, without penalty to the COUNTY.

**SECTION 25
ENTIRE AGREEMENT**

This Agreement represents, together with all Exhibits and Appendices, the entire written Agreement between the COUNTY and the CONSULTANT and may be amended only by written instrument signed by both the COUNTY and the CONSULTANT.

**SECTION 26
PUBLIC ENTITY CRIMES**

CONSULTANT is directed to the Florida Public Entity Crime Act, Fla. Stat. 287.133, and Fla. Stat. 287.135 regarding Scrutinized Companies, and CONSULTANT agrees that its bid and, if awarded, its performance of the agreement will comply with all applicable laws including those referenced herein. CONSULTANT represents and certifies that CONSULTANT is and will at all times remain eligible to bid for and perform the services subject to the requirements of these, and other applicable, laws. CONSULTANT agrees that any contract awarded to CONSULTANT will be subject to termination by the County if CONSULTANT fails to comply or to maintain such compliance.

**SECTION 27
PUBLIC RECORDS**

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

CONTRACTOR'S DUTY

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**


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

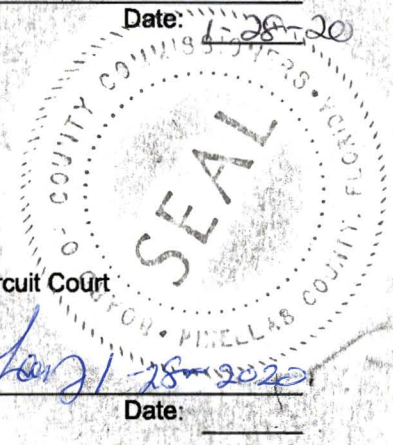
IN WITNESS WHEREOF, the parties herein have executed this Agreement as of the day and year first written above.

Firm Name: Ardurra Group, Inc.

PINELLAS COUNTY, by and through its Board of County Commissioners

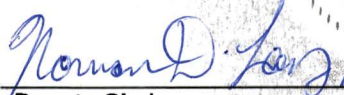
By: 
Print Name: Christopher F. Kuzler
Title: MANAGING PRINCIPAL Date: 01/06/2020

By: 
Name _____ Date: 1-28-20
Chairman



ATTEST:

Ken Burke, Clerk of the Circuit Court

By:  Date: 1-28-2020
Deputy Clerk

APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit A

SCOPE OF SERVICES

BACKGROUND

The existing biosolids (sludge) dewatering facility was constructed as part of the Phase IIA expansion of the South Cross Bayou Advanced Water Reclamation Facility (SCBWRF). Modifications to the facility have included modifications to the conveying systems as part of construction of the pelletizing facility in the early 2000s, followed in 2008 by construction of a wet bin for receiving dewatered biosolids from the William E. Dunn WRF and replacement of the dry polymer makeup system. Other than miscellaneous maintenance projects and an abandoned design to replace the dewatering centrifuges and upgrade ancillary systems, no other major modifications have been made to the facility.

In general, the scope of this project is to provide preliminary engineering, design, permitting and construction administration services for:

- ✓ A new dry polymer system including new polymer transfer and feed pumps, piping, and appurtenances;
- ✓ Replacement of electrical switchgear and motor control centers (MCCs);
- ✓ Supervisory Control and Data Acquisition (SCADA) improvements including Programmable Logic Controller (PLC) replacements;
- ✓ HVAC and ventilation system improvements;
- ✓ Centrifuge discharge conveyor upgrades/rehabilitation;
- ✓ Demolition of unused equipment, including the old thickened sludge progressive cavity pumps and associated valves and piping.

Specifically, the elements to be evaluated and then included in the design documents include:

1. **Polymer System:** Replacing the aging equipment with a similar dry polymer makeup and feed system and changing the configuration of the system so that the polymer can drop directly into the mix tank (eliminate the blower). The County would also like to explore the possibility of storing the polymer bags and placing the feeder skid in an air-conditioned space to eliminate the clumping effects of humidity/ condensation on the powder. This will potentially involve expanding the 2nd or 3rd floor of the building to create the air-conditioned space along with the associated crane and ancillary systems modifications.
2. **Electrical System:** Replacing the existing main panels, switch boards and motor control centers (MCCs) and re-feeding the facility. This could include construction of a new electrical room and relocating the equipment to a new location within the building.
3. **SCADA System:** Replacing the existing Modicon Quantum PLCs with new M340 or M580 PLCs in new panels wired into the existing equipment. The existing Wonderware App server will be modified as required to include existing and new monitoring and control

elements for this project, and the PLC's will be programmed to utilize Modicon's latest Unity software.

4. **HVAC Systems:** Providing means to supply fresh, outside air to air-conditioned spaces, new air conditioning systems for new spaces and modifications to the existing louvers/exhaust fans and ventilation system to improve airflow.
5. **Conveyor Systems:** Specifying repairs to the existing conveyors systems as described in the Preliminary Engineering Report prepared for the centrifuge replacement project by Gresham Smith Partners.
6. **Equipment Demolition:** Demolition/removal of the existing, abandoned thickened sludge progressive cavity pumps and associated piping and valves outside the building. Valves in the piping manifold required to direct thickened sludge to either the digesters or the dewatering facility are to remain.

The CONSULTANT'S specific scope of services is as follows:

SCOPE OF SERVICES

Task 1 – Design Project Management and Kickoff Meetings

- 1.1 Project Coordination: On a weekly basis the CONSULTANT's Project Manager will conduct an internal project meeting in order to review project status and ongoing issues, prioritizing efforts and scheduling and assigning personnel and other necessary resources. Critical issues identified during the internal project meetings will be communicated to the COUNTY. The effort included in this task also includes other conference calls, emails and discussions with the COUNTY necessary to coordinate, plan and manage the project during forty (40) weeks of active design.
- 1.2 Develop and submit monthly invoices with status reports. The status reports will include a description of items discussed and/or accomplished at the month's weekly internal project meeting.
- 1.3 Develop and submit a project schedule using Microsoft Project and update the schedule monthly. Electronic and hardcopies will be submitted with project invoices.
- 1.4 Execute an internal QA/QC program.
- 1.5 CONSULTANT will attend a kickoff meeting with COUNTY staff to review the project elements, discuss the schedule and coordinate information exchanges.

Task 2 – Preliminary Engineering

Task 2.1 – Data Collection and Review

- 2.1.1 Obtain and review available reports, test and operating data, maintenance records, SCADA data and Record Drawings for the facility to determine additional data that will be required to complete the preliminary engineering evaluations, if any.

- 2.1.2 Perform up to three (3) field visits to observe existing conditions and operations and to obtain dimensions.

Task 2.2 – Component Evaluations

CONSULTANT will perform engineering evaluations in order to develop design alternatives for the proposed improvements. Evaluations will include:

2.2.1 Polymer System

- a. Evaluate the existing dry polymer system.
 - 1) Discuss the existing system's maintenance & operational issues with operators;
 - 2) Review the method of polymer delivery, handling, bag transfers and loading;
 - 3) Evaluate the performance of the mixing, storage and pumping systems;
 - 4) Review the condition of the existing tanks. As part of the 2008 system replacement, the existing mixing tank was relocated and a new batch/feed tank was installed. Each tank will be evaluated to determine if it needs to be replaced.
 - 5) Review the blending efficiency and the frequency of "fish eye" (clumping) development.
- b. Review polymer consumption records and utilization efficiency ("lbs active per dry ton solids") and confirm system capacity requirements in light of projected future solids production. This information will be used to develop performance based guarantees that will be included in the specification for the new polymer system
- c. Evaluate alternative manufacturers' systems including County preferences for mixing and pumping equipment. This will include obtaining references from users of alternative systems.
- d. Develop preliminary concepts for installing the new polymer system in up to three (3) different configurations or locations.
- e. Evaluate means to keep the dewatering facility in operation while the polymer system is being replaced. This will be dependent on the alternative selected and the proposed location of the new equipment. Options include:
 - 1) Installing a temporary system to allow the existing system to be demolished and replaced;
 - 2) Mixing up an adequate amount of polymer to provide enough time to relocate all or pieces of the existing system and

placing it back into service in a temporary location while the new system is being installed.

2.2.2 Electrical System

- a. Verify electrical loads and supply requirements;
- b. Select and size replacement equipment;
- c. Coordinate with Duke Energy if changes to the primary service are anticipated.
- d. Determine power monitoring system requirements.
- e. Develop concepts for relocating the equipment to a new location within the building including exploring opportunities to eliminate the separate, exterior electrical building by re-feeding existing/remaining loads fed from that building from the new electrical room.
 - 1) Evaluate potential approach to extend the third floor over the truck loading bay and construct a new electrical room adjacent to the 3rd floor Control Room.
 - 2) The structure of the 3rd floor expansion would replicate existing and be modified accordingly to superimposed loading requirements.
- f. Develop a construction sequence to allow the new system to be installed while keeping the dewatering facility in operation.

2.2.3 SCADA System

- a. Review and update Process Instrumentation Diagrams (PIDs);
- b. Determine I/O tag mapping requirements and migration/conversion of Proworx to Unity (if necessary);
- c. Evaluate system configurations, network architecture and panel locations/layouts;
- d. Evaluate Un-interruptible Power Supply (UPS) and backup PLC panel locations to increase system reliability;
- e. Determine a means of installing the new SCADA components while keeping the existing facility in operation.

2.2.4 HVAC System

- a. Evaluate the condition and capacities of existing HVAC equipment;
- b. Review heat loads for new electrical and control rooms to verify existing air conditioning equipment capacities or size new equipment;

- c. Evaluate means to provide outside air supply to air-conditioned spaces;
- d. Evaluate alternative means of improving air flow and exhausting air out of the building and the potential odor related consequences;
- e. Evaluate the use of sound attenuating louvers on the exhaust fans or placing downward turned baffles on the exhaust louvers to reduce the amount of equipment noise released to the environment.
- f. Evaluate impacts and improvements required to the HVAC and ventilation system due to the final placement of new polymer system.
- g. Evaluate and coordinate with COUNTY regarding HVAC and ventilation system redundancy requirements.

2.2.5 Conveyors

- a. Confirm the required rehabilitation/repair work. Items identified for installation/replacement include:
 - Rope safety switches
 - Motion detectors
 - Chute block probes
 - Solenoid valves
 - Pressure gauges
 - Automatic lubrication system
 - Drive End, Tail End bearings and seals on ISC 741/2/3 (include 1 spare set)
 - Motor and gearbox on CSC 744 (existing units to be rebuilt and stored as spares)
 - Sheaves and belts on motor/gearbox assembly for CSC 744
 - Drive End bearing and seals on CSC 744 (include 1 spare set)
 - Drive shaft and Tail shaft on CSC 744
 - Intermediate, Tail End bearings and seals on CSC 744 (include 1 spare set)
 - Connecting spools and flex/shim packs on CSC 744
 - Stuffing Box and Packing on all conveyors
 - Slide gates on ISC 741/2/3
- b. Develop a sequence of construction to rehabilitate the conveyors while keeping the facility in operation.

2.2.6 Demolition of Existing Equipment

- a. Confirm which equipment and piping is to be removed.
- b. Develop preliminary plans for the piping and valves to remain in place.

Task 2.3 – Cost Estimates

CONSULTANT will develop Opinions of Probable Construction Cost for the proposed alternatives for use in evaluating options and choosing a design concept. The preliminary opinions will be Class 5 cost estimates as defined by AACE International.

Task 2.4 – Review Meetings

CONSULTANT will meet with the COUNTY two (2) times during the preliminary engineering effort to discuss alternatives and to review the COUNTY's comments on the draft Preliminary Engineering Report.

Task 2.5 – Preliminary Engineering Report

CONSULTANT will develop a Preliminary Engineering Report that will summarize the evaluations conducted, Opinions of Probable Construction Cost and recommendations of the Preliminary Engineering effort. The report will be submitted as a draft and then finalized based on the COUNTY's comments and the discussions at the review meeting conducted under Task 2.4. The report will include preliminary design drawings and will serve as the 30% design submittal.

Task 3 – Final Design

Task 3.1 - Drawings

CONSULTANT will develop AutoCAD design drawings for use in obtaining bids, permitting and constructing the project. A preliminary Drawings List is provided as Attachment A to this scope of services. Drawings will be developed in AutoCAD and will be 2D. Available AutoCAD Record Drawing files will be used as base drawings and available 3D drawings will be used where applicable.

Task 3.2 – Specifications

CONSULTANT will develop Technical Specifications for the project, which are anticipated to consist of COUNTY Standard Technical Specifications, required supplemental technical specifications, and project specific Special Provisions, Bid Form, and Measurement and Payment sections.

Task 3.3 - Opinions of Probable Construction Cost

CONSULTANT will develop an opinion of probable construction cost and an anticipated construction schedule for the project at the 60%, 90% and 100% completion levels. The 60% opinion will be a Class 2 cost estimate and the 90% and 100% opinions will be a Class 1 cost estimate as defined by AACE International. The 100% opinion will be summarized in the same format as the Bid Form.

Task 3.4 - Review Submittals

Drawings and specifications will be submitted for the COUNTY's review at the 60%, 90%, and 100% completions levels. A meeting with the COUNTY will be held after each

submittal to review the COUNTY's comments. The scope includes one (1) additional design review meeting to allow for discussion of design related issues.

Task 4 – Permitting

Task 4.1 - FDEP Domestic Wastewater Permit

The project is assumed to be maintenance and therefore Domestic Wastewater Permitting with the Florida Department of Environmental Protection (FDEP) is assumed to not be required. However, CONSULTANT will prepare and submit a letter to the FDEP, along with the project drawings, to obtain confirmation that a permit modification is not required and to log the project into the facility's permitting record.

Task 4.2 - County Building Department

CONSULTANT will submit design documents to the COUNTY's Building Department to obtain and incorporate their comments before the project is advertised for bids. One (1) meeting with Building Department representatives will be attended to discuss review comments. The Contractor will subsequently file the required applications and obtain the Building Permit.

Task 5 – Bid Services

Task 5.1 – Bid Services Coordination

CONSULTANT will coordinate with the COUNTY's Utilities Engineering and Purchasing Department during development of the final bid package, addressing bidder questions and issuance of Addenda, and through award of the construction contract.

Task 5.1 – Pre-Bid Meeting

CONSULTANT will prepare for, attend and conduct a Pre-Bid Conference to meet with prospective bidders and discuss the project.

Task 5.2 – Addenda

CONSULTANT will provide written clarifications and prepare Addenda responding to questions raised at the pre-bid meeting and submitted to the COUNTY's Purchasing Department. Evaluating alternative manufacturers is not included and may require additional compensation.

Task 5.3 – Recommendation of Award

CONSULTANT will review the bids, and submit a Concurrence with Award letter to the COUNTY.

Task 6 – Construction Management

CONSULTANT will provide construction management and engineering services over an anticipated eighteen month (78 week) construction contract. Specific services will include:

- 6.1 Prepare for, attend and moderate a preconstruction meeting with the contractor and COUNTY. CONSULTANT will prepare an agenda and meeting minutes.
- 6.2 Log and review the awarded contractor's submittals. Fees assume a maximum total of forty (40) shop drawings. Of the forty, 20 will be resubmitted for a second review. The specifications will require that the Contractor pay for three or more reviews. It is assumed that the Contractor will submit Shop Drawings electronically. A preliminary list of anticipated submittals is provided in Table 1.
- 6.3 Review the Contractor's initial schedule and monthly schedule updates.
- 6.4 Attend and moderate of up to eighteen (18) construction progress meetings/site visits by CONSULTANT's Project Manager and/or Project Engineer. CONSULTANT will prepare and distribute an agenda and minutes.
- 6.5 Provide site visits by CONSULTANT's Project Engineer to observe the progress of the work and address questions raised during construction. A total of sixty (60) hours is budgeted for this effort.
- 6.6 Respond to the Contractor's Requests for Information (RFIs).
- 6.7 Assist the COUNTY with reviewing the contractor's proposals and the resulting Allowance Authorizations and with negotiating and preparing one (1) Change Order.
- 6.8 Review and approve the Contractor's Pay Applications (18).
- 6.9 Develop a Startup Testing Plan and then attend and document system startups. For the purposes of this Scope of Services, three (3) separate startups for the polymer system, electrical system and SCADA system are anticipated. The polymer system startup will include performance based testing.
- 6.10 Perform a Substantial Completion walkthrough and develop a punchlist.
- 6.11 Perform a Final Completion walkthrough to confirm that all punchlist items have been addressed.
- 6.12 Prepare AutoCAD Record Drawings based on red-lined As-Built drawing markups provided by the Contractor.
- 6.13 Prepare a list of assets with identification number, name, manufacturer and serial number.
- 6.14 Provide general Program Management during construction including:
 - Reviewing the Field Representative's Field Reports;
 - Miscellaneous phone calls and emails and coordination with the COUNTY's Project Manager and other COUNTY staff, including assisting the COUNTY's Project Manager with miscellaneous minor project related questions and general consultation with respect to the Contractor's contractual obligations;
 - Miscellaneous phone calls and emails with the Contractor's staff required to respond to minor questions not requiring formal RFIs;
 - Document control including maintaining files of correspondence, meeting

minutes, Contract Documents, Change Orders, Field Orders, RFIs, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, progress reports, Shop Drawing and Sample submittals, regulatory correspondence and other Project-related documents.

Task 7 – Construction Observation

CONSULTANT will provide up to an average of sixteen (16) hours per week of construction observation services over an assumed 16 month (69 week) active field construction period (total of 1,104 hours) to observe that the work is proceeding in general conformance with the Contract Documents.

Deliverables

- Three (3) signed and sealed copies of the final Preliminary Engineering Report.
- Four (4) full-size drawing sets, technical specifications and an Opinion of Probable Construction cost at the sixty percent (60%) completion level. The submittal will also be provided in PDF format by email or FTP site.
- Four (4) full-size drawing sets, technical specifications and an Opinion of Probable Construction cost at the ninety percent (90%) completion level. The submittal will also be provided in PDF format by email or FTP site.
- Four (4) half-size and one (1) full-size signed and sealed copies of the Bid Document drawings along with a CD containing the drawings in PDF and AutoCAD format, the technical specifications in PDF format, the final Engineer's Opinion of Probable Construction Cost in PDF format and the Bid Form in Word format.

Assumptions

- Evaluations of the existing building structure and systems will be focused on the goals of the project and are not intended to be a comprehensive evaluation of the overall facility.
- The Contractor will be responsible for obtaining all Building Department permits and inspections.

Table 1

Preliminary List of Contractor's Submittals

| | |
|----|---|
| 1 | Emergency Contacts and Misc. |
| 2 | Hurricane Preparedness Plan |
| 3 | Construction Phasing Plan |
| 4 | Schedule of Values |
| 5 | Pre-Construction Video |
| 6 | Concrete |
| 7 | Rebar |
| 8 | Grout |
| 9 | Concrete Accessories |
| 10 | CMU Block |
| 11 | Miscellaneous Metals |
| 12 | Doors |
| 13 | Door Hardware |
| 14 | Coatings |
| 15 | Pipe and Fittings |
| 16 | Pipe Supports |
| 17 | Valves and Appurtenances |
| 18 | Polymer Mixing System |
| 19 | Polymer Storage Tanks |
| 20 | Polymer Pumping System |
| 21 | Grounding Systems |
| 22 | Electrical Switchgear |
| 23 | Motor Control Centers |
| 24 | Electrical Conductors |
| 25 | Electrical Accessories |
| 26 | Lighting |
| 27 | Instrumentation and Controls |
| 28 | SCADA Components and Cabling |
| 29 | SCADA Accessories |
| 30 | Ductwork |
| 31 | Fans and Blowers |
| 32 | HVAC Units |
| 33 | Polymer System O&M Manual |
| 34 | Switchgear and MCCs O&M Manuals |
| 35 | Instrumentation and Controls/SCADA O&M Manual |
| 36 | Fans and Blowers O&M Manual |
| 37 | HVAC Units O&M Manual |

ATTACHMENT A
SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
BIOSOLIDS DEWATERING FACILITY ENHANCEMENTS

Preliminary Drawing List

| | |
|-------------------|--|
| | Cover |
| General | |
| G-1 | Notes and Sheet Index |
| G-2 | Abbreviations and Legend |
| G-3 | Project Location Plan |
| Demolition | |
| D-1 | Dewatering Facility First Floor Demo Plan |
| D-2 | Dewatering Facility Second Floor Demo Plan |
| D-3 | Dewatering Facility Third Floor Demo Plan |
| D-4 | Thickened Sludge Pumps and Piping Demo Plan |
| D-5 | Demolition Sections (1) |
| D-6 | Demolition Sections (2) |
| Mechanical | |
| M-1 | Dewatering Facility First Floor General Arrangement |
| M-2 | Dewatering Facility First Floor Sections |
| M-3 | Dewatering Facility First Floor Details |
| M-4 | Dewatering Facility Second Floor General Arrangement |
| M-5 | Dewatering Facility Second Floor Sections |
| M-6 | Dewatering Facility Second Floor Details |
| M-7 | Dewatering Facility Third Floor General Arrangement |
| M-8 | Dewatering Facility Third Floor Sections |
| M-9 | Dewatering Facility Third Floor Details |
| M-10 | Polymer System General Arrangement |
| M-11 | Polymer System Sections |
| M-12 | Polymer System Details |
| M-13 | Polymer Pumping System General Arrangement |
| M-14 | Polymer Pumping System Sections |
| M-15 | Polymer Pumping System Details |
| M-16 | Conveyor System Upgrades (1) |
| M-17 | Conveyor System Upgrades (2) |
| M-18 | Mechanical Details (1) |
| M-19 | Mechanical Details (2) |
| M-20 | Mechanical Details (3) |
| Structural | |
| S-1 | General Structural Notes |
| S-2 | Second Floor Plan |
| S-3 | Third Floor Plan |
| S-4 | Sections and Details (1) |
| S-5 | Sections and Details (2) |
| S-6 | Miscellaneous Equipment Supports |
| S-7 | Structural Details (1) |
| S-8 | Structural Details (2) |
| S-9 | Structural Details (3) |

| | |
|------------------------|---|
| Electrical | |
| E-1 | Electrical Notes, Symbols and Abbreviations |
| E-2 | Electrical Site Plan |
| E-3 | Existing Overall Single Line Diagram |
| E-4 | Existing Switchgear (SWGR-DWA) Single Line Diagram Demolition |
| E-5 | Existing Switchgear (SWGR-DWB) Single Line Diagram Demolition |
| E-6 | Proposed Overall Single Line Diagram |
| E-7 | Proposed Switchgear (SWGR-DWA) Single Line Diagram |
| E-8 | Proposed Switchgear (SWGR-DWB) Single Line Diagram |
| E-9 | Front Elevations |
| E-10 | Front Elevations |
| E-11 | Elementary Diagrams |
| E-12 | Elementary Diagrams |
| E-13 | Elementary Diagrams |
| E-14 | Control Wiring Riser Diagrams |
| E-15 | Control Wiring Riser Diagrams |
| E-16 | Sludge Dewatering Building First Floor Demolition Plan |
| E-17 | Sludge Dewatering Building First Floor Power Plan |
| E-18 | Sludge Dewatering Building First Floor Lighting Plan |
| E-19 | Sludge Dewatering Building Second Floor Demolition Plan |
| E-20 | Sludge Dewatering Building Second Floor Power Plan |
| E-21 | Sludge Dewatering Building Second Floor Lighting Plan |
| E-22 | Sludge Dewatering Building Third Floor Demolition Plan |
| E-23 | Sludge Dewatering Building Third Floor Power Plan |
| E-24 | Sludge Dewatering Building Third Floor Electrical Room Plans |
| E-25 | Sludge Dewatering Building Third Floor Lighting Plan |
| E-26 | Polymer System Improvements Power Plan |
| E-27 | Conveyor System Improvements Power Plan |
| E-28 | Sludge System Demolition Plan |
| E-29 | Electrical Building Demolition Plan |
| E-30 | Electrical Building Proposed Power Plan |
| E-31 | Electrical Building Proposed Lighting Plan |
| E-32 | Existing Panel Schedules |
| E-33 | Panel Schedules |
| E-34 | Panel Schedules |
| E-35 | Panel Schedules |
| E-36 | Lighting Fixture Schedules and Details |
| E-37 | Electrical Details-1 |
| E-38 | Electrical Details-2 |
| Instrumentation | |
| I-1 | Instrumentation Notes, Symbols and Abbreviations |
| I-2 | System Network Architecture |
| I-3 | Sludge Transfer Pumping P&ID |
| I-4 | Sludge Thickening System P&ID |
| I-5 | Sludge Thickening and Polymer Feed System P&ID |
| I-6 | Sludge Centrifuge System P&ID |
| I-7 | Sludge Pumping P&ID |
| I-8 | Sludge Loading P&ID |
| I-9 | Polymer Feed and Storage P&ID |

| | |
|------|---------------------------|
| I-10 | Instrumentation Details-1 |
| I-11 | Instrumentation Details-2 |

| | |
|-------------|---|
| HVAC | |
| H-1 | Legend, Symbols, General Notes and Index Sheets |
| H-2 | First Floor Plan |
| H-3 | Second Floor Plan |
| H-4 | Third Floor Plan |
| H-5 | Roof Plan |
| H-6 | Polymer Room Enlarge Plan |
| H-7 | Electrical Room Enlarge Plan |
| H-8 | Equipment Schedules |
| H-9 | General Details (1) |
| H-10 | General Details (2) |
| H-11 | General Details (3) |

ELECTRICAL DESIGN ASSOCIATES
SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
BIOSOLIDS DEWATERING FACILITY ENHANCEMENTS

Date: 11/25/2019

Estimate of Work Effort

| Description | Principal | | Senior Electrical Engineer | | Engineer | | Electrical Designer | | Field Supervisor | | Cadd Technician | | Clerical/Admin | | Totals | |
|--|-------------|--------------------|----------------------------|---------------------|-------------|---------------------|---------------------|--------------------|------------------|-------------|-----------------|---------------------|----------------|--------------------|------------|---------------------|
| | Hourly Rate | \$213.07 | Hourly Rate | \$183.57 | Hourly Rate | \$147.51 | Hourly Rate | \$104.90 | Hourly Rate | \$95.06 | Hourly Rate | \$91.78 | Hourly Rate | \$59.00 | man-hours | Total |
| | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total |
| Task 1 – Design Project Management | | | | | | | | | | | | | | | | |
| Task 1.1 Coordination (40 weeks) | 8 | \$ 1,704.56 | 10 | \$ 1,835.70 | 12 | \$ 1,770.12 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 8 | \$ 472.00 | 38 | \$ 5,782.38 |
| Task 1.2 Status reports and monthly invoicing | 4 | \$ 852.28 | 10 | \$ 1,835.70 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 236.00 | 18 | \$ 2,923.98 |
| Task 1.3 Project Schedule | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 1.4 Internal QA/QC | 6 | \$ 1,278.42 | 24 | \$ 4,405.68 | 12 | \$ 1,770.12 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 236.00 | 46 | \$ 7,690.22 |
| Task 1.5 Kickoff Meeting | 4 | \$ 852.28 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 852.28 |
| Task 1 - Subtotal | 22 | \$ 4,687.54 | 44 | \$ 8,077.08 | 24 | \$ 3,540.24 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 16 | \$ 944.00 | 106 | \$ 17,248.86 |
| Task 2 – Preliminary Engineering | | | | | | | | | | | | | | | | |
| Task 2.1.1 Obtain and Review Reports, Tests, SCADA & Record Drawings | 4 | \$ 852.28 | 16 | \$ 2,937.12 | 24 | \$ 3,540.24 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 46 | \$ 7,447.64 |
| Task 2.1.2 Field Visits (3) | 4 | \$ 852.28 | 8 | \$ 1,468.56 | 4 | \$ 590.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 236.00 | 20 | \$ 3,146.88 |
| Task 2.2 Component Evaluations | | | | | | | | | | | | | | | | |
| Task 2.2.1 Polymer System | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 2.2.2 Electrical System | 12 | \$ 2,556.84 | 32 | \$ 5,874.24 | 40 | \$ 5,900.40 | 16 | \$ 1,678.40 | 0 | \$ - | 24 | \$ 2,202.72 | 2 | \$ 118.00 | 126 | \$ 18,330.60 |
| Task 2.2.3 SCADA System | 4 | \$ 852.28 | 16 | \$ 2,937.12 | 16 | \$ 2,360.16 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 38 | \$ 6,267.56 |
| Task 2.2.4 HVAC System | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 2.2.5 Conveyors | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 2.2.6 Demolition of Existing Equipment | 1 | \$ 213.07 | 2 | \$ 367.14 | 4 | \$ 590.04 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 1 | \$ 59.00 | 8 | \$ 1,229.25 |
| Task 2.3 Cost Estimates | 1 | \$ 213.07 | 4 | \$ 734.28 | 8 | \$ 1,180.08 | 8 | \$ 839.20 | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 23 | \$ 3,084.63 |
| Task 2.4 Review Meetings (3) | 6 | \$ 1,278.42 | 6 | \$ 1,101.42 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 14 | \$ 2,497.84 |
| Task 2.5 Preliminary Engineering Report, 30% Submittal | 4 | \$ 852.28 | 32 | \$ 5,874.24 | 34 | \$ 5,015.34 | 8 | \$ 839.20 | 0 | \$ - | 16 | \$ 1,468.48 | 4 | \$ 236.00 | 98 | \$ 14,285.54 |
| Task 2 - Subtotal | 36 | \$ 7,670.52 | 116 | \$ 21,294.12 | 130 | \$ 19,176.30 | 32 | \$ 3,356.80 | 0 | \$ - | 40 | \$ 3,671.20 | 19 | \$ 1,121.00 | 373 | \$ 56,289.94 |
| Task 3 – Final Design | | | | | | | | | | | | | | | | |
| Task 3.1 Drawings | 28 | \$ 5,965.96 | 98 | \$ 17,989.86 | 128 | \$ 18,881.28 | 64 | \$ 6,713.60 | 0 | \$ - | 124 | \$ 11,380.72 | 20 | \$ 1,180.00 | 462 | \$ 62,111.42 |
| Task 3.2 Technical Specifications | 10 | \$ 2,130.70 | 26 | \$ 4,772.82 | 40 | \$ 5,900.40 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 236.00 | 80 | \$ 13,039.92 |
| Task 3.3 Opinions of Probable Cost | 2 | \$ 426.14 | 6 | \$ 1,101.42 | 14 | \$ 2,065.14 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 24 | \$ 3,710.70 |
| Task 3.4 Review Submittals | 4 | \$ 852.28 | 4 | \$ 734.28 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 118.00 | 10 | \$ 1,704.56 |
| Task 3 - Subtotal | 44 | \$ 9,375.08 | 134 | \$ 24,598.38 | 182 | \$ 26,846.82 | 64 | \$ 6,713.60 | 0 | \$ - | 124 | \$ 11,380.72 | 28 | \$ 1,652.00 | 576 | \$ 80,566.60 |

ELECTRICAL DESIGN ASSOCIATES
SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
BIOSOLIDS DEWATERING FACILITY ENHANCEMENTS

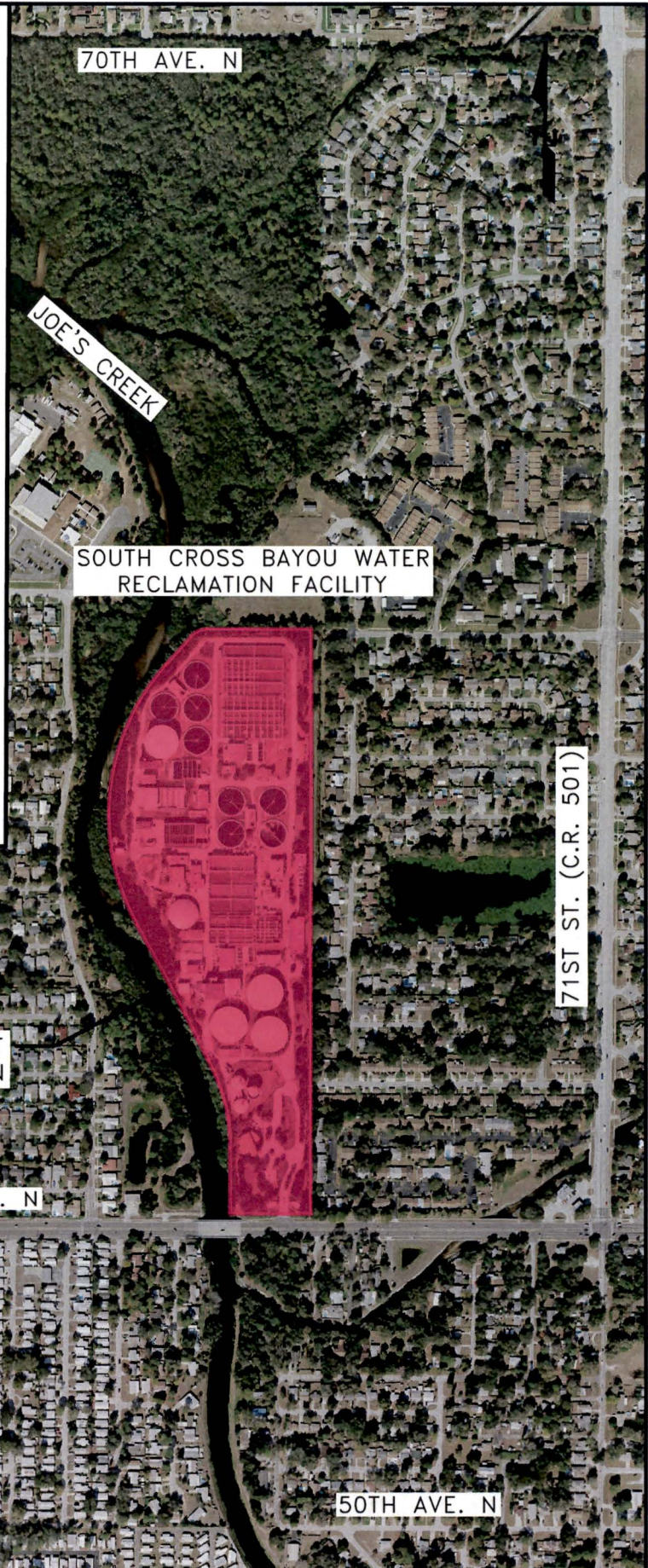
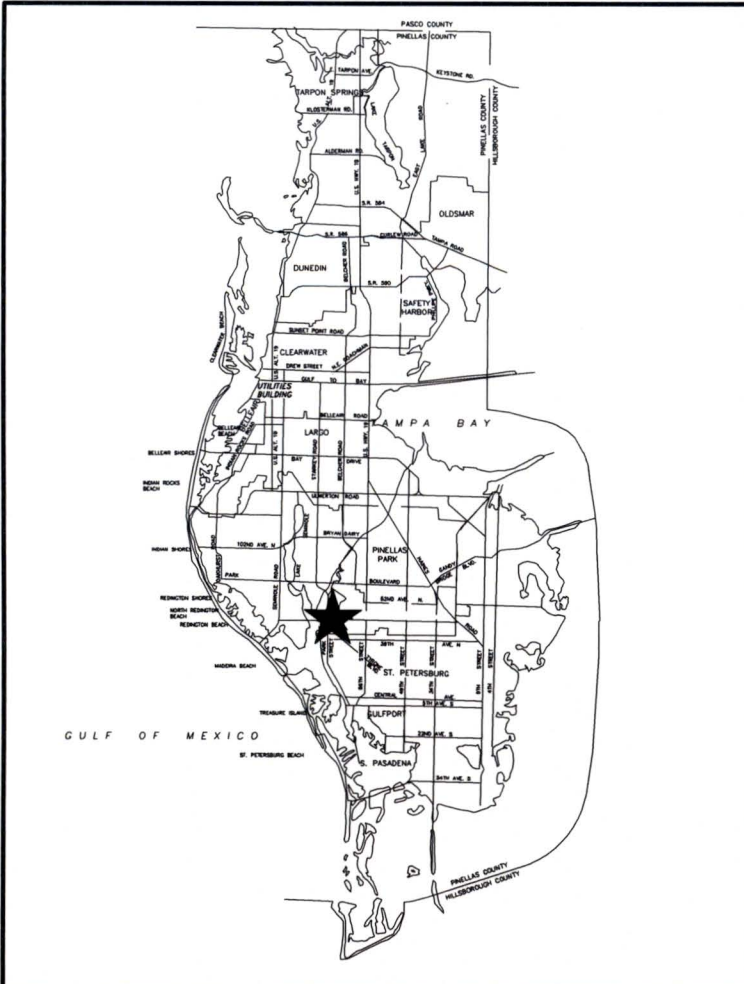
Date: 11/25/2019

Estimate of Work Effort

| Description | Principal | | Senior Electrical Engineer | | Engineer | | Electrical Designer | | Field Supervisor | | Cadd Technician | | Clerical/Admin | | Totals | |
|--|-------------|---------------------|----------------------------|---------------------|-------------|---------------------|---------------------|---------------------|------------------|---------------------|-----------------|---------------------|----------------|--------------------|-------------|----------------------|
| | Hourly Rate | \$213.07 | Hourly Rate | \$183.57 | Hourly Rate | \$147.51 | Hourly Rate | \$104.90 | Hourly Rate | \$95.06 | Hourly Rate | \$91.78 | Hourly Rate | \$59.00 | man-hours | Total |
| | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total | man-hours | Total |
| Task 4 - Permitting | | | | | | | | | | | | | | | | |
| Task 4.1 FDEP Domestic Wastewater Permit Application | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task Respond to Comments | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 4.2 County Building Department | 4 | \$ 852.28 | 8 | \$ 1,468.56 | 8 | \$ 1,180.08 | 0 | \$ - | 0 | \$ - | 16 | \$ 1,468.48 | 2 | \$ 118.00 | 38 | \$ 5,087.40 |
| Task Meeting to Review Comments (1) | 2 | \$ 426.14 | 2 | \$ 367.14 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 793.28 |
| Task 4 - Subtotal | 6 | \$ 1,278.42 | 10 | \$ 1,835.70 | 8 | \$ 1,180.08 | 0 | \$ - | 0 | \$ - | 16 | \$ 1,468.48 | 2 | \$ 118.00 | 42 | \$ 5,880.68 |
| Task 5 - Bid Services | | | | | | | | | | | | | | | | |
| Task 5.1 Prebid Meeting | 2 | \$ 426.14 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 2 | \$ 426.14 |
| Task 5.2 Addenda | 2 | \$ 426.14 | 8 | \$ 1,468.56 | 12 | \$ 1,770.12 | 0 | \$ - | 0 | \$ - | 16 | \$ 1,468.48 | 2 | \$ 118.00 | 40 | \$ 5,251.30 |
| Task 5.3 Bid Evaluation | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 5 - Subtotal | 4 | \$ 852.28 | 8 | \$ 1,468.56 | 12 | \$ 1,770.12 | 0 | \$ - | 0 | \$ - | 16 | \$ 1,468.48 | 2 | \$ 118.00 | 42 | \$ 5,677.44 |
| Task 6 - Construction Management | | | | | | | | | | | | | | | | |
| Task 6.1 Preconstruction Meeting | 0 | \$ - | 2 | \$ 367.14 | 0 | \$ - | 0 | \$ - | 2 | \$ 190.12 | 0 | \$ - | 0 | \$ - | 4 | \$ 557.26 |
| Task 6.2 Shop Drawing Review (25+15) | 16 | \$ 3,409.12 | 56 | \$ 10,279.92 | 64 | \$ 9,440.64 | 0 | \$ - | 54 | \$ 5,133.24 | 0 | \$ - | 10 | \$ 590.00 | 200 | \$ 28,852.92 |
| Task 6.3 Schedule Reviews | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 6.4 Progress Meetings (12) | 4 | \$ 852.28 | 20 | \$ 3,671.40 | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 4 | \$ 236.00 | 28 | \$ 4,759.68 |
| Task 6.5 Site Visits (48 hours) | 4 | \$ 852.28 | 24 | \$ 4,405.68 | 0 | \$ - | 0 | \$ - | 24 | \$ 2,281.44 | 0 | \$ - | 2 | \$ 118.00 | 54 | \$ 7,657.40 |
| Task 6.6 RFIs (15) | 4 | \$ 852.28 | 10 | \$ 1,835.70 | 14 | \$ 2,065.14 | 6 | \$ 629.40 | 10 | \$ 950.60 | 0 | \$ - | 2 | \$ 118.00 | 46 | \$ 6,451.12 |
| Task 6.7 Preparing Allowance Authorizations | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 6.7 Change Orders | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 6.8 Pay Applications | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 6.9 Startup Testing (2) | 2 | \$ 426.14 | 12 | \$ 2,202.84 | 8 | \$ 1,180.08 | 0 | \$ - | 8 | \$ 760.48 | 0 | \$ - | 2 | \$ 118.00 | 32 | \$ 4,687.54 |
| Task 6.10 Substantial Completion Walkthrough/Punchlist | 0 | \$ - | 4 | \$ 734.28 | 0 | \$ - | 0 | \$ - | 4 | \$ 380.24 | 0 | \$ - | 1 | \$ 59.00 | 9 | \$ 1,173.52 |
| Task 6.11 Final Completion Walkthrough | 0 | \$ - | 4 | \$ 734.28 | 0 | \$ - | 0 | \$ - | 4 | \$ 380.24 | 0 | \$ - | 1 | \$ 59.00 | 9 | \$ 1,173.52 |
| Task 6.12 Record Drawings | 2 | \$ 426.14 | 4 | \$ 734.28 | 0 | \$ - | 0 | \$ - | 4 | \$ 380.24 | 24 | \$ 2,202.72 | 2 | \$ 118.00 | 36 | \$ 3,861.38 |
| Task 6.13 General Program Management | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 6 - Subtotal | 32 | \$ 6,818.24 | 136 | \$ 24,965.52 | 86 | \$ 12,685.86 | 6 | \$ 629.40 | 110 | \$ 10,456.60 | 24 | \$ 2,202.72 | 24 | \$ 1,416.00 | 418 | \$ 59,174.34 |
| Task 7 -Construction Observation | | | | | | | | | | | | | | | | |
| Task Construction Observation | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Task 7 - Subtotal | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - | 0 | \$ - |
| Total: | 144 | \$ 30,682.08 | 448 | \$ 82,239.36 | 442 | \$ 65,199.42 | 102 | \$ 10,699.80 | 110 | \$ 10,456.60 | 220 | \$ 20,191.60 | 91 | \$ 5,369.00 | 1557 | \$ 224,837.86 |

A.D.A. ENGINEERING, INC.
SOUTH CROSS BAYOU WATER RECLAMATION FACILITY
BIO SOLIDS DEWATERING FACILITY ENHANCEMENTS
FEE SCHEDULE

| | Rate, \$/Hr | Labor Hours | | | | | | | Total Hours | Budget | | | | | | | | | |
|--|-------------|-------------|-------------------|-----------------|-------------------------------|---------------------|--|--|-------------|--------|-------|------|----------|----------|------------|--|--|--|--|
| | | Principal | Senior Engineer 1 | Senior Designer | Senior Engineering Technician | Secretary/ Clerical | | | | | Labor | Subs | Expenses | Subtotal | Task Total | | | | |
| 4 | | | | | | | | | | | | | | | | | | | |
| 4.1 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 4.2 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| 5 | | | | | | | | | | | | | | | | | | | |
| 5.1 | | | | | | | | | | | | | | | | | | | |
| 5.2 | | | | | | | | | | | | | | | | | | | |
| 5.3 | | | | | | | | | | | | | | | | | | | |
| Subtotal - Design, Permitting and Bidding | | | | | | | | | | | | | | | | | | | |
| 6 | | | | | | | | | | | | | | | | | | | |
| 6.1 | | | | | | | | | | | | | | | | | | | |
| 6.2 | | | | | | | | | | | | | | | | | | | |
| 6.3 | | | | | | | | | | | | | | | | | | | |
| 6.4 | | | | | | | | | | | | | | | | | | | |
| 6.5 | | | | | | | | | | | | | | | | | | | |
| 6.6 | | | | | | | | | | | | | | | | | | | |
| 6.7 | | | | | | | | | | | | | | | | | | | |
| 6.8 | | | | | | | | | | | | | | | | | | | |
| 6.9 | | | | | | | | | | | | | | | | | | | |
| 6.10 | | | | | | | | | | | | | | | | | | | |
| 6.11 | | | | | | | | | | | | | | | | | | | |
| 6.12 | | | | | | | | | | | | | | | | | | | |
| 6.13 | | | | | | | | | | | | | | | | | | | |
| Subtotal - Construction Management | | | | | | | | | | | | | | | | | | | |
| 7 | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | |
| Subtotal - Construction Observation | | | | | | | | | | | | | | | | | | | |
| Subtotal - Design, Permitting and Construction Services | | | | | | | | | | | | | | | | | | | |



SOUTH CROSS BAYOU WATER RECLAMATION FACILITY DEWATERING ENHANCEMENTS PROJECT



EXHIBIT B

**South Cross Bayou Dewatering Enhancements Project – Professional Engineering Services
Contract No. 189-0371-NC (SS)
Hourly Rates**

| Job Classification | Hourly Rate |
|--|--------------------|
| Chief Designer | \$174 |
| Chief Engineer 1 | \$197 |
| CADD/Computer Technician | \$71 |
| CEI Project Administrator/CEI Project Engineer | \$135 |
| Designer | \$105 |
| Engineer 1 | \$131 |
| Engineer 2 | \$176 |
| Engineering Intern | \$97 |
| Principal Engineer | \$253 |
| Project Manager 2 | \$169 |
| Secretary/Clerical | \$81 |
| Senior Designer | \$135 |
| Senior Engineer 1 | \$197 |
| Senior Field Representative | \$112 |
| Project Surveyor | \$135 |
| Survey Crew - 3 Man | \$164 |

Pinellas County

**Electrical Design Associates, Inc.
Proposed Wage Rate Data**

| Position Category | Hourly Rate | Multiplier | Billable Rate |
|----------------------------|--------------------|-------------------|----------------------|
| Principal | \$71.50 | 2.98 | 213.07 |
| Senior Electrical Engineer | \$61.60 | 2.98 | 183.57 |
| Engineer | \$49.50 | 2.98 | 147.51 |
| Senior Associate | \$44.00 | 2.98 | 131.12 |
| Electrical Designer | \$35.20 | 2.98 | 104.90 |
| Field Supervisor | \$31.90 | 2.98 | 95.06 |
| CADD Technician | \$30.80 | 2.98 | 91.78 |
| Clerical/Admin | \$19.80 | 2.98 | 59.00 |
| | | | |

This is to certify that the above salary information is accurate as of July 2018.

Under penalty of perjury, I declare that I have read the foregoing and the facts stated in it are true. False statements may result in criminal prosecution for a felony of the third degree as provided for in Section 92.525(3), Florida Statutes.

William C. Nelson, P.E., Vice President
Name of Company Officer, Title

August 19, 2019
Date



Signature



FEE SCHEDULE

189-0371-NC (SS), South Cross Bayou Dewatering Enhancements Project – Professional Engineering Services

| PROFESSIONAL SERVICES | |
|--|-------------|
| PERSONNEL | HOURLY RATE |
| Principal Engineer, P.E. (Robert Reinhart, P.E., S.I.) | \$225.00 |
| Project Manager 3, P.E. (Michael Biller, P.E., Robert Reinhart, P.E.) | \$220.00 |
| Project Manager 2, P.E. (Robert Reinhart, P.E.; Brian Walter, P.E.) | \$150.00 |
| Senior Engineer 1, P.E. (Brian Walter, P.E.) | \$175.00 |
| Senior Engineer 2, P.E. (Robert Reinhart, P.E.; Brian Walter, P.E.; Lee Levoir, P.E.) | \$160.00 |
| Engineer 1 (Austin Getgen, Blake Oyler, Jeremiah Mosley) | \$115.00 |
| Senior Engineering Technician (Randy Rook) | \$92.00 |
| CADD/Computer Technician (Rolando Morffy) | \$75.00 |
| Administration – Secretary/Clerical (Laura White, Kate Murdock) | \$72.00 |



Rocha Controls - Municipal and Industrial Control Systems

5025 Rio Vista Ave

Tampa, FL 33634

813-628-5584 ph

813-664-6713 fax

www.rochacontrols.com

**189-0371-NC (SS), South Cross Bayou Dewatering Enhancements
Project – Professional Engineering Services**

September 9th, 2019

| PROFESSIONAL SERVICES | |
|---|--------------------|
| PERSONNEL | HOURLY RATE |
| Senior Engineer 1, P.E. (Kris Robinson, P.E.) | \$174.25 |
| Senior Engineer 1, P.E. (Raymond Rocha) | \$174.25 |
| Engineer 1 (Jessica Andrade, Clifford Lu) | \$117.00 |
| Senior Engineering Technician (Paul Conners) | \$92.00 |
| Administration – Secretary/Clerical (Chris Marino, Christina Villa) | \$72.00 |

If you have any questions on the details of this quotation, please email rrocha@rochacontrols.com or call me on my cell phone at 813-267-3235

Sincerely,

President



Corporate Office
8550 NW 33rd Street, Suite 202
Doral, Florida 33122
T 305.551.4608
F 305.551.8977
www.adaeng.net

Date: 09/23/2019

Reference: Written Evaluation: 189-0371-NC (SS), South Cross Bayou Dewatering Enhancements
Project - Professional Engineering Services_ ADA

FEE SCHEDULE

| Job Classification | Employee Name | Hourly Billable Rate |
|-------------------------------|----------------------|-----------------------------|
| Principal Engineer | Alberto D. Argudin | \$231.20 |
| Senior Engineer 1 | Ramiro Herdocia | \$183.60 |
| Senior Designer | Olga Casadevall | \$125.40 |
| Senior Engineering Technician | Misael Ramirez | \$97.20 |
| CADD/Computer Technician | Greg Arciniega | \$69.00 |
| Secretary/Clerical | Christian Freudman | \$75.60 |

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

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place within 10 days after award recommendation.
- b) Proposer shall email certificate that is compliant with the insurance requirements to ssteele@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Proposer and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires, or cancels prior to the completion of the work you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal certificate(s) of Insurance and endorsement(s) should be furnished to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org and to CTrax c/o JDi Data at PinellasSupport@jdidata.com by the proposer or their agent prior to the expiration date
 - (1) Proposer shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Proposer from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Proposer of this requirement to provide notice.
 - (2) Should the Proposer, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Proposer for such purchase or offset the cost against amounts due to proposer for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) **The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.**

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

- g) If subcontracting is allowed under this RFP, the Prime Proposer shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*
- (1) All subcontracts between Proposer and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to Proposer to the same extent Proposer is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the subcontractor; (2) provide for the assignment of the subcontracts from Proposer to the County at the election of Owner upon termination of the Contract; (3) provide that County will be an additional indemnified party of the subcontract; (4) provide that the County will be an additional insured on all insurance policies required to be provided by the subcontractor except workers compensation and professional liability; (5) provide waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. Proposer shall make available to each proposed subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the subcontractor will be bound by this Section C and identify to the subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Proposer is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
- (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
- (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
- (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- (5) All policies shall be written on a primary, non-contributory basis.

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

- (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Proposer is only using employees named on such list to perform work for the County. Should employees not named be utilized by Proposer, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Proposer to be in default and take such other protective measures as necessary.
- (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Proposer and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

(1) Workers' Compensation Insurance

| Limit | Florida Statutory |
|------------------------------------|-------------------|
| Employers' Liability Limits | |
| Per Employee | \$ 500,000 |
| Per Employee Disease | \$ 500,000 |
| Policy Limit Disease | \$ 500,000 |

- (2) Commercial General Liability Insurance including, but not limited to, Independent Contractor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury.

| Limits | |
|---|--------------|
| Combined Single Limit Per Occurrence | \$ 1,000,000 |
| Products/Completed Operations Aggregate | \$ 2,000,000 |
| Personal Injury and Advertising Injury | \$ 1,000,000 |
| General Aggregate | \$ 2,000,000 |

- (3) Business Automobile or Trucker's/Garage Liability Insurance covering owned, hired, and non-owned vehicles. If the Consultant does not own any vehicles, then evidence of Hired and Non-owned coverage is sufficient. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards, unless Consultant can show that this coverage exists under the Commercial General Liability policy.

| Limit | |
|------------------------------------|--------------|
| Combined Single Limit Per Accident | \$ 1,000,000 |

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

- (4) Professional Liability (Errors and Omissions) Insurance with at least minimum limits as follows. If “claims made” coverage is provided, “tail coverage” extending three (3) years beyond completion and acceptance of the project with proof of “tail coverage” to be submitted with the invoice for final payment. In lieu of “tail coverage”, Consultant may submit annually to the County, for a three (3) year period, a current certificate of insurance providing “claims made” insurance with prior acts coverage in force with a retroactive date no later than commencement date of this contract.

Limits

| | |
|--------------------------|--------------|
| Each Occurrence or Claim | \$ 2,000,000 |
| General Aggregate | \$ 2,000,000 |

For acceptance of Professional Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Professional Liability and other coverage combined.

- (5) Cyber Risk Liability (Network Security/Privacy Liability) Insurance including cloud computing and mobile devices, for protection of private or confidential information whether electronic or non-electronic, network security and privacy; privacy against liability for system attacks, digital asset loss, denial or loss of service, introduction, implantation or spread of malicious software code, security breach, unauthorized access and use; including regulatory action expenses; and notification and credit monitoring expenses with at least minimum limits as follows:

Limits

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

For acceptance of Cyber Risk Liability coverage included within another policy required herein, a statement notifying the certificate holder must be included on the certificate of insurance and the total amount of said coverage per occurrence must be greater than or equal to the amount of Cyber Risk Liability and other coverage combined.

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