

AGREEMENT

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: Professional Engineering Services for the South Cross Bayou Advanced Water Reclamation Facility -
Reclaimed Water High Service Pump Station Improvements

RFP CONTRACT NO. 23-0711-RFP-CCNA-Non-Continuing

COUNTY PID NO. 002941A

CONTINUING FIRM: Ardurra Group, Inc.

AGREEMENT

TABLE OF CONTENTS

TABLE OF CONTENTS 2

SECTION 1 - INTENT OF AGREEMENT 4

SECTION 2 - SCOPE OF PROJECT 5

 1. PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS 5

 2. PROJECT PHASES..... 5

 3. CONSULTING RESPONSIBILITIES 5

 4. GENERAL DESIGN CONDITIONS 5

 5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS 6

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT 7

 1. SERVICES 7

 2. BIDDING PHASE..... 7

 3. CONSTRUCTION PHASE 7

 4. PROVISIONS RELATED TO ALL PHASES 8

 5. PERMIT APPLICATIONS AND APPROVALS 9

 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

 1. BASIC SERVICES 10

 2. OPTIONAL SERVICES 10

 3. CONTINGENCY SERVICES 10

 4. ADDITIONAL SERVICES 10

 5. INVOICING 10

SECTION 7 - COMPENSATION TO THE CONSULTANT 11

SECTION 8 - PERFORMANCE SCHEDULE 12

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES 12

SECTION 10 - FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES 12

SECTION 11 - SATISFACTORY PERFORMANCE 12

SECTION 12 - RESOLUTION OF DISAGREEMENTS 12

SECTION 13 - CONSULTANT’S ACCOUNTING RECORDS..... 12

SECTION 14 - OWNERSHIP OF PROJECT DOCUMENTS 13

SECTION 15 - INSURANCE COVERAGE AND INDEMNIFICATION 13

SECTION 16 - EQUAL EMPLOYMENT OPPORTUNITY CLAUSE FOR CONTRACTS NOT SUBJECT TO EXECUTIVE ORDER 11246 13

SECTION 17 - INDEPENDENT CONTRACTOR STATUS AND COMPLIANCE WITH THE IMMIGRATION REFORM AND CONTROL ACT OF 1986 13

SECTION 18 - PROHIBITION AGAINST CONTINGENT FEE..... 13

SECTION 19 - TRUTH IN NEGOTIATIONS..... 14

SECTION 20 - SUCCESSORS AND ASSIGNS 14

SECTION 21 - INTEREST ON JUDGMENTS 14

SECTION 22 - TERMINATION OF AGREEMENT 14

SECTION 23 - AGREEMENT TERM..... 14

SECTION 24 - CONFLICT OF INTEREST 14

SECTION 25 - ENTIRE AGREEMENT 15

SECTION 26 - PUBLIC ENTITY CRIMES..... 15

SECTION 27 - PUBLIC RECORDS 15

SECTION 28 - GOVERNING LAW AND AGREEMENT EXECUTION 16

EXHIBIT A 17

Scope of Services 17

AGREEMENT

EXHIBIT B 34
 Hourly Rate Sheet..... 34
EXHIBIT C - INSURANCE REQUIREMENTS.....45

SECTION 1 - INTENT OF AGREEMENTAGREEMENT FOR PROFESSIONAL **ENGINEERING** SERVICES FOR
UTILITIES DEPARTMENT

This Agreement entered into on the 14th of November 2023, 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, FL**, 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 **South Cross Bayou Advanced Water Reclamation Facility - Reclaimed Water High Service Pump Station Improvements**. 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:

AGREEMENT**SECTION 2 - SCOPE OF PROJECT****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:

TBD 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.

Required Deliverables

- Civil 3D file (eTransmit) of construction plans and for each transmittal phase. The plans shall be provided electronically, plus 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. 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.

3. CONSULTING RESPONSIBILITIES

- A. It is the intention of the County that the consultant is held accountable for its work, including checking and plans review, 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 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 herein 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, 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 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, within 10 days of their receipt, and shall incorporate appropriate design adjustments resulting from the review exchange into the project, in the next scheduled submittal.

4. GENERAL DESIGN CONDITIONS

1. The Consultant shall coordinate and solicit appropriate input, with the knowledge of the County.
2. All design data, plans, and drawings shall be delivered electronically and or on travel drives formatted to .DXF or .DWG utilizing Civil 3D 2012 or later; as well as providing reproducible hard copies of plans and drawings. All

AGREEMENT

specification and other documents shall be delivered electronically and or on two travel drives, Microsoft Word & Excel format as required, as well as the reproducible hard copies.

3. One 1 original and 9 copies of all deliverables are required unless specific submittal requirements are specified elsewhere in this Agreement.
4. The Consultant shall develop acceptable alternates to any and all design recommendations that may be declared unacceptable.

5. GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

1. 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.
2. The Contractor and their Subcontractor(s) must register with and use the E-verify system in accordance with Florida Statute 448.095. The County will verify the work authorization of the Contractor and Subcontractor. A Contractor and Subcontractor may not enter into a contract with the County unless each party registers with and uses the E-verify system.

If a Contractor enters a contract with a Subcontractor, the Subcontractor must provide the Contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The Contractor must maintain a copy of the affidavit for the duration of the contract.

If the County, Contractor, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statute 448.09(1) they shall immediately terminate the contract with the person or entity.

If the County has a good faith belief that a Subcontractor knowingly violated this provision, but the Contractor otherwise complied with this provision, the County will notify the Contractor and order that the Contractor immediately terminate the contract with the Subcontractor.

A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. Contractor acknowledges upon termination of this agreement by the County for violation of this section by Contractor, Contractor may not be awarded a public contract for at least 1 year. Contractor acknowledges that Contractor is liable for any additional costs incurred by the County as a result of termination of any contract for a violation of this section.

Contractor or Subcontractor shall insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set for in this section.

3. Supplier acknowledges and warrants that all digital content and services provided under this contract conforms and shall continue to conform during the Term of this Agreement to the W3C Web Content Accessibility Guidelines, version 2.0 ("WCAG 2.0") at conformance Level A and AA. If all digital content and services does not fully conform to WCAG 2.0 A and AA, Supplier shall advise Pinellas County in writing of the nonconformance prior to execution of this Agreement and shall provide Pinellas County a plan to achieve conformance to WCAG 2.0 A and AA, including but not limited to, an intended timeline for conformance. Failure to achieve conformance, as determined in Pinellas County's sole discretion, on its intended timeline shall be considered a material breach of this Agreement and grounds for termination by Pinellas County.

If during the Term of this Agreement, Supplier fails to maintain compliance with WCAG 2.0 A and AA or Pinellas County otherwise identifies an issue related to accessibility of the product (the "Accessibility Issue") that renders the product inaccessible, then Pinellas County shall notify Supplier of non-compliance. Within 30 days of Supplier's receipt of a non-compliance notice ("Notice"), Supplier and Pinellas County shall meet and mutually agree upon an appropriate timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should Supplier:

- i. fail to acknowledge receipt of the notice within 30 days of receipt of the Notice;
- ii. unreasonably and solely withhold agreement regarding a timeline for resolution for more than 30 days following the Initial Meeting; or
- iii. fail to materially resolve the Accessibility Issue(s) within the agreed-upon timeline,

AGREEMENT

Failure to comply with the requirements of this section shall constitute a material breach of this Agreement and shall be grounds for termination of this Agreement by Pinellas County and subject Supplier to section 15 of this Agreement, "Indemnification."

SECTION 3 - SERVICES TO BE FURNISHED BY THE CONSULTANT

1. SERVICES

A. SEE EXHIBIT A – SCOPE OF SERVICES.

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 2 complete sets of documents (plans and specifications), 2 of which shall be signed and sealed by the consultant as original record sets for the project. Each sheet in the 2 construction plans print sets shall be signed, sealed and dated. The title sheet only of the 2 specifications sets shall be signed, sealed, and dated. Additionally, any required addenda shall be signed, sealed, and dated.

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.
2. If the advertisement for bids has not commenced within 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. 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. 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 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.

AGREEMENT

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 3 month, 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 1 set of signed and sealed prints and 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 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 projects 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.

4. PROVISIONS RELATED TO ALL PHASES

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.
2. The Consultant will coordinate work designed by various disciplines.
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. 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.

AGREEMENT

- 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.
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.
 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.
 6. The County in no way obligates itself to check the Consultant's work and further is not responsible for maintaining project schedules.
 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.
 8. The Consultant must be familiar with the intent, thoroughness, safety factors and design assumptions of all structural calculations.
 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.
5. **PERMIT APPLICATIONS AND APPROVALS**
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.
 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. 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.
6. **COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES**
1. The requirements of the various utility services shall be recognized and properly coordinated with the project design.
 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

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:

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

AGREEMENT

procedures and to convey to the Consultant such items provided for under Section 4 as may be required and available at that time.

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.
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.
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. 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

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.

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 the Utilities, or designee.

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.

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.

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).

AGREEMENT

- 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, Becky Cook, mcook@pinellas.gov.

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

1. For the basic services provided for in this Agreement, as defined in Section 3.1, the County agrees to pay the Consultant as follows:

A Lump Sum Fee of \$128,820.08:	for the Task 1 - Project Management and Coordination
A Lump Sum Fee of \$104,793.38:	for the Task 2 - Field Investigations
A Lump Sum Fee of \$774,676.86:	for the Task 3 - Design Services
A Lump Sum Fee of \$ 42,000.98:	for the Task 4 - Permitting
A Lump Sum Fee of \$ 19,865.42:	for the Task 5 - Bidding Assistance
A Lump Sum Fee of \$470,976.34:	for the Task 6 - Engineering Services During Construction

The above fees shall constitute the total not to exceed amount of **(\$1,541,133.06)** 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.

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 **(\$100,000.00)** for all assignments performed.
3. Total agreement not-to-exceed amount **(\$1,641,133.06)**.
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.
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.

AGREEMENT**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:

1. The services to be rendered by the Consultant shall be commenced upon receipt from the County of written "NOTICE TO PROCEED."
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.
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 21 days.

SECTION 9 - AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

1. The contingency services provided for under this Agreement shall be performed only upon prior written authorization from the Director of Utilities or designee.
2. The additional services provided for under this Agreement shall be performed only upon approval of the County Administrator or Board of County Commissioners.
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 consultant's 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

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.
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

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

AGREEMENT

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 5 years after the date of final payment by the County to the Consultant pursuant to this Agreement.
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

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
2. If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified 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, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") 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.

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 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 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

1. The County reserves the right to cancel this Agreement, without cause, by giving 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 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.
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.
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.
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

1. This Agreement will become effective on the date of execution first written above and shall remain in effect fifteen hundred twenty (1,520) 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

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.
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.

AGREEMENT**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 agreement, the contractor shall contact:

Pinellas County Board of County Commissioners

Purchasing and Risk Management Division

400 S. Ft. Harrison Ave, 6th Floor,

Clearwater, FL 33756

Public Records Liaison

Phone: 727-464-3237

Email: mcchartier@pinellas.gov


AGREEMENT

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.

Ardurra Group, Inc.

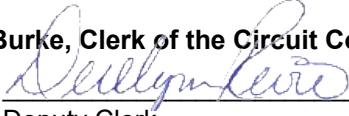
By: 
Print Name: Christopher F. Kuzler
Title: Southeast Regional Operations Director
Date: 10/25/2023

PINELLAS COUNTY, by and through its Board of County Commissioners

By: 
Chairman
Date: November 14, 2023.



ATTEST: Ken Burke, Clerk of the Circuit Court

By: 
Deputy Clerk
Date: November 14, 2023.

APPROVED AS TO FORM

By: 
Office of the County Attorney

EXHIBIT A - SCOPE OF SERVICES

South Cross Bayou Advanced Water Reclamation Facility - Reclaimed Water High Service Pump Station Improvements 23-0711-RFP-CCNA-Non-Continuing

SCOPE OF SERVICES

I. BACKGROUND

The existing Reclaimed Water High Service Pump Station (RCW HSPS) at the South Cross Bayou Advanced Water Reclamation Facility (SCBAWRF) provides reclaimed water for in-plant use at the SBAWRF and to the Pinellas County's (COUNTY) South Reclaimed Water Distribution System. In accordance with the County's 2019 South County Reclaimed Water Master Plan, improvements to the RCW HSPS are recommended in order to accommodate future demand and growth of the RCW Distribution System.

In general, the scope of this project is to provide design, permitting and construction administration services for improvements to the RCW HSPS at the SCBAWRF, which includes:

- a. Replacement of two (2) inactive vertical turbine pumps;
- b. Replacement of five (5) active vertical turbine pumps;
- c. Removal of above-grade manual valve operators and below grade butterfly valves in the pump room;
- d. Installation of new pump suction isolation valves for all seven (7) vertical turbine pumps;
- e. Replacement of suction/discharge piping, isolation valves, fittings, and ancillary equipment to accommodate the proposed improvements;
- f. Replacement of the existing 12" surge pressure relief valve (SRV);
- g. Installation of a new pressure sustaining valve (PSV) assembly/station;
- h. Structural modifications to the pump station roof and roof hatches to accommodate the new vertical turbine pumps;
- i. Demolition and replacement of the pump station building floor slab to accommodate the two (2) new jockey pumps;
- j. Replacement of existing windows, doors, ventilation fans, louvers in the existing pump building;
- k. Installation of a new dual wall mounted or roof mounted HVAC system for the existing electrical building;
- l. Replacement of existing variable frequency drives (VFD) for all seven (7) vertical turbine pumps;

- m. Demolition of the electrical building equipment;
- n. Installation of a new generator docking station or new generator;
- o. Replacement of electrical switchgear, motor control centers (MCCs) and associated electrical panels;
- p. Instrumentation and controls (I&C) improvements associated with the project;
- q. Supervisory Control and Data Acquisition (SCADA) improvements including a new Local Control Panel with a Programmable Logic Controller (PLC);
- r. Incorporation of flood mitigation and storm surge resiliency features into the existing electrical building and pump station building; and,
- s. Miscellaneous rehabilitation of existing ground storage tanks (GST) at the following locations:
 - Three (3) GST's at SCBAWRF;
 - One (1) GST at McKay Creek RCW Tank; and,
 - One (1) GST at Interconnect Pump Station.

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

II. SCOPE OF SERVICES

Task 1 – Project Management and Coordination

- 1.1 Project Coordination: On a weekly basis the CONSULTANT's Project Manager will conduct an internal project meeting 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 12 months 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 design elements, discuss the schedule and coordinate information exchanges.

Task 2 – Field Investigation

Task 2.1 – Topographic Survey

- 2.1.1 The CONSULTANT will perform a topographic survey within the project area as shown in **Figure 1**, which includes:
- a. Establish a temporary benchmark and survey horizontal control in the North American Datum of 1983/90 and vertical control in the North American Vertical Datum of 1988 (NAVD 88);
 - b. Above grade piping, utilities, utility markings, and etc.;
 - c. Valve boxes and elevations on top of the valve nut;
 - d. Elevation and inverts of manholes, storm inlets/structures, and other structures;
 - e. Centerline and edge of pavement elevations;
 - f. Existing Pump Station Building and Electrical Building corners, grade elevations, and top slab;
 - g. Specific interior survey of the existing Pump Station Building including pipe penetration locations/elevations, vents, louvers, and other specific components.
 - h. Geotechnical test boring locations.
 - i. Trees > 4-inches in diameter.



Figure 1 – Limits of Topographic Survey

Task 2.2 – Geotechnical Engineering

- 2.2.1 Geotechnical borings will consist of conducting two (2) 25-foot deep Standard Penetration Test (SPT) borings. Laboratory classification tests will be performed on the samples including grain size analyses and Atterberg limits.

The results of the geotechnical testing will be summarized in a signed and sealed geotechnical report outlining:

- a. Boring location plan;
- b. Borings logs with soil stratification and classification;
- c. Encountered soil and groundwater conditions observed during the borings;
- d. Summarized laboratory data;
- e. Recommendations for subgrade preparation and foundation design;
- f. Recommendations for dewatering and evaluation of the suitability of the existing soils for use as backfill.

Task 2.3 – Subsurface Utility Engineering

- 2.3.1 Through a subconsultant, Subsurface Utility Engineering (SUE) services will be provided to locate, confirm depth and size of existing utilities unable to be located by conventional surveying and in potential conflict with the yard piping within the project area. Both designation (Quality Level B) and location (Quality Level A) SUE investigations will be performed. A total of 30 vacuum excavated holes are budgeted in the fees along with surveying in the utility locations and elevation. SUE data will be incorporated into the design plans to show the actual depth and location of utilities identified by SUE in the applicable plan views and cross-section plans.

Task 2.4 – Data Collection and Review

- 2.4.1 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.
- 2.4.2 Perform up to three (3) field visits to observe existing conditions and operations and to obtain dimensions.

Task 3 – Design Services

Task 3.1 – 30% Design

CONSULTANT will perform engineering evaluations to develop 30% design for the proposed improvements. Evaluations will include:

3.1.1 Pump Station

- a. Establish Pump Station Design Criteria: It is assumed that pump station design capacity for flow and discharge pressure has already been established per the Preliminary Engineering Report (PER) by Wright-Pierce dated March 2023, which is:
 - Design Flow Range: 1.19 to 56.56 MGD
 - Design TDH Range: 195 to 240 Feet

Based on the above pump station design criteria, additional flow analysis, pressure analysis, future projections, or hydraulic modeling will not be required.

- b. Vertical Turbine Pump Sizing and Selection: Based on the design capacity, CONSULTANT will evaluate alternatives and compare/recommend pump curves for the jockey pumps (JP), high service pumps (HSP), and peak service pumps (PSP).
- c. Pump Can Sizing: As part of the pump sizing and selection, the CONSULTANT confirm and determine the pump can design including can diameter, length, annular velocity, and etc. for compliance with Hydraulic Institute (HI) Standards HI Standards.
- d. Existing Roof Structural Modifications: Based on the pump selection, CONSULTANT will determine roof modifications that may be required to provide larger roof hatches in order remove and install the new vertical turbine pumps.
- e. Existing Floor Slab Structural Modifications: Based on the pump selection, the CONSULTANT will determine the demolition and construction of a new concrete floor slab in the pump building to accommodate the installation of the new pump cans.
- f. Pump Suction/Discharge Piping, Yard Piping, and Valves: CONSULTANT will size and select the appropriate suction and discharge piping, yard piping, including replacement of isolation valves, check valves, air release valves, and associated fittings.

- g. Surge Relief Valve (SRV): The CONSULTANT will conduct a surge analysis to size and select a hydraulic surge relief valve relieve pressure on the discharge side of the pump station. The new SRV will replace the existing 12" surge relief valve.
- h. Pressure Sustaining Vave (PSV): The CONSULTANT will size and select a hydraulic pressure sustaining control valve to maintain adequate system pressure to feed the in-plant RCW demands. The PSV will be a new PSV assembly complete with bypass and a secondary motorized butterfly valve (BFV), isolation valves, and associated pipe and fittings.
- i. Construction Phasing/Sequence: Develop a construction sequence to allow the new system to be installed while keeping the pump station facility in operation.
- j. Architectural Improvements: The CONSULTANT will select new doors and fixed windows that meet the current Florida Building Code, 2020 Edition, for the protection of openings in windborne debris regions.

3.1.2 Electrical System

- a. Power Distribution/Switchgear/ATS/Generator Improvements: The CONSULTANT will evaluate two (2) alternatives for the electrical system improvements:
 - Option 1: To meet Class 1 reliability, two sources of power are required with either from two independent utility sources or one utility and one standby power source. It is recommend that the Switchboard be expanded to make it dual ended with an interconnecting kirk-key interlocked tie circuit breaker. Both the existing utility transformer, and new utility transformer will be sized for the full running load of the facility. Automatic transfer switches will be included, as well as two circuit breakers to connect to the existing generators and associated switchgear. In the event of loss of power from either utility source, the standby generator will provide standby power to that piece of equipment and downstream pumps. Depending on the County's preference, the existing generator can be re-used, a full size generator can be provided, options for a generator docking station can be added, or provisions for a future larger generator can be included. This distribution will provide future flexibility, lower maintenance cost for personnel with a single generator set, added safety with dual ended equipment, and also meets Class 1 Reliability. The existing building can be reconfigured to add the necessary switchboard sections for a dual ended switchboard and staged and sequenced in order to maintain plant operations.

- Option 2: This option consists of installing all equipment in a prefabricated electrical power house structure or prefabricated building. The new building and equipment will be installed in a new location. The new equipment can then be energized, tested, and sequencing to keep maintenance of plant operations simplified. Similar to Option 1, depending on the County's preference, multiple generator provisions can be provided.
- b. Other Electrical System Improvements: The CONSULTANT will size and select the electrical equipment/components:
- Verify electrical loads and supply requirements;
 - Size and select Variable Frequency Drives (VFD) based on the pump selections;
 - Review Existing Diesel Genset Power/Sizing
 - Select and size other electrical panels and miscellaneous components;
 - Coordinate with Duke Energy for modifications to the primary service;
 - Determine power monitoring system requirements;
 - Assist in developing a construction sequence to allow the new system to be installed while keeping the existing facility in operation.
- c. Existing Pump Station Building and Electrical Building Dry-Proofing: In order to Incorporate flood mitigation and storm surge resiliency features into the existing pump station building and electrical building, the CONSULTANT will dry-proof the existing pump station building and electrical building to a minimum elevation equal to the DFE (16.0 FT NAVD 88), which include:
- Sheeting the perimeter of the building with an internal drainage system and sump pumping system.
 - Installing a waterproof membrane which is to be applied to the walls and extend below grade, and overlap the enclosure of the sheeting.
 - Infill the large openings in the exterior CMU walls with reinforced masonry.

3.1.3 HVAC System

- a. Evaluate the condition and capacities of existing HVAC equipment;
- b. Review heat loads for the new electrical room to verify air conditioning requirements/capacities in order to size new equipment;

- c. Determine location of new HVAC equipment to replace the existing roof and at grade level HVAC systems.

3.1.4 SCADA System

- a. Review and update PIDs;
- b. Determine I/O tag mapping requirements and migration/conversion of Proworx to Unity
- c. Evaluate system configurations, network architecture and panel locations/layouts;
- d. Determine a means of installing the new SCADA components while keeping the existing facility in operation.

3.1.5 30% Design Plans

The CONSULTANT will develop 30% design plans based on the above sizing and selection of equipment. The 30% design plans will include:

- Cover
- Notes, Legend and Abbreviations
- Stormwater Pollution Prevention Plan
- Existing Process Flow Diagram
- Proposed Process Flow Diagram
- Site Survey
- Overall Project Site Plan and Key Map
- Demolition Plans
- Yard Piping Plans (Plan View Only)
- Surge Relief Valve Plan (Plan View Only)
- Pressure Sustaining Valve Plan (Plan View Only)
- Ground Storage Tank Rehabilitation Plans (Plan View Only)
- Pump Station Mechanical Plans (Plan View Only)
- Pump Station Structural Plans (Plan View Only)
- Pump Station Architectural Plan (Plan View Only)
- Electrical Building Structural Plans (Plan View Only)
- Electrical Building Architectural Plans (Plan View Only)
- Process and Instrumentation Diagram Notes and Legends
- Pump Station PI&D's
- Overall SCADA Network Diagram
- Electrical Notes, Symbols and Abbreviations
- Electrical Site Plan Demolition
- Electrical Site Plan Modifications

- Pump Station Electrical Demolition Plans
- Pump Station Electrical Plan
- Existing Overall Single Line Diagram
- Proposed Overall Single Line Diagram
- Existing Generator Switchgear Single Line Diagram Demolition
- Proposed Generator Switchgear Single Line Diagram Modifications
- HVAC Notes and Legends
- HVAC Demolition Plans
- Pump Station HVAC Plans
- Electrical Building HVAC Plans
- Fire Protection Notes and Legend
- Fire Protection Plans

The 30% Design Plans will be submitted to the COUNTY for review and comment.

3.1.6 Basis of Design Technical Memorandum

CONSULTANT will develop a Basis of Design Technical Memorandum that will summarize the equipment selections, electrical system improvements, and associated evaluations. The Technical Memorandum will be submitted to the COUNTY with the 30% Design Plans for review. A signed/sealed Technical Memorandum will be finalized based on the COUNTY's comments.

3.1.7 30% Design Review Meeting

The CONSULTANT will meet with COUNTY to review the COUNTY'S comments on the 30% Design.

Task 3.2 – 60% Design

3.2.1 60% Design Plans

After meeting with the COUNTY on the 30% Design, the CONSULTANT will proceed with the 60% Design. The 60% Design will include all updating and incorporating all COUNTY comments on the 30% design drawings and will include the following additional design drawings:

- Civil Site Plan
- Coordinate Control Plan
- Paving, Grading, & Drainage Plan and Sections
- Civil Standard and Miscellaneous Detail Plans
- Yard Piping Sections
- Yard Piping Connection Details

- Surge Relief Valve Section
- Pressure Sustaining Valve Sections
- Pump Station Mechanical Sections
- Mechanical Details and Miscellaneous Detail Plans
- Pump Station Slab, Foundation/Pile Plans
- Pump Station Roof Framing Demolition
- Pump Station Roof Framing New Panel Plan
- Pump Station Roof Sections
- Pump Station Uplift & Roof Deck Attachment Plan
- Temp. Wall Bracing Plan
- Temp. Sheet Pile Shoring Plan/Sections, Notes
- Concrete Column Repair Plan
- Concrete Repair Details/Schedule/Notes
- Miscellaneous Slab/Concrete Sections
- Pump Building Floodproofing Plans/Elevations
- Pump Building Floodproofing Sections
- Electrical Building Floodproofing Plans/Elevations
- Electrical Building Floodproofing Sections
- Electrical Building Wall Infill with Reinforced CMU
- Pump Station Architectural Sections/Elevation Views
- Pump Station Architectural Details
- Electrical Building Architectural Section/Elevation Views
- Electrical Building Architectural Details
- Elementary Diagram(s) Plans
- Front Elevation(s) Plans
- Control Riser Diagrams
- Pump Station Power Plan
- Pump Station Lighting Plan
- Pump Station Grounding Plan
- Electrical Room Power Plan
- Electrical Room Lighting Plan
- Electrical Grounding Plan
- Panel Schedules
- Lighting Fixture Schedules and Details
- Electrical Detail(s) Plans

3.2.2 Technical 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.

3.2.3 Opinions of Probable Construction Cost

CONSULTANT will develop an opinion of probable construction cost for the project at the 60% completion levels. The 60% opinion will be a Class 2 cost estimate as defined by AACE International.

3.2.4 60% Design Submittal

The CONSULTANT will submit to the COUNTY the 60% Design Submittal, which will include the Design Plans, Technical Specifications, and Opinion of Probable Construction Costs. The CONSULTANT will meet with the COUNTY to review the 60% Design Submittal.

Task 3.3 – 90% Design

3.3.1 90% Design Plans

After meeting with the COUNTY on the 60% Design, the CONSULTANT will proceed with the 90% Design. The 90% Design will include all updating and incorporating all COUNTY comments on the 60% design drawings for the following disciplines:

- Civil Plans, Sections, and Details
- Mechanical Plans, Sections, and Details
- Structural Plans, Sections, and Details
- Architectural Plans, Sections, and Details
- Process and Instrumentation Diagram Plans and Details
- Electrical Plans, Sections, Schedules, and Details
- HVAC Plans, Sections, Schedules, and Details
- Other Miscellaneous Details

3.3.2 Technical Specifications

CONSULTANT will update the 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.

3.3.3 Opinions of Probable Construction Cost

CONSULTANT will develop an opinion of probable construction cost for the project at the 90% completion levels. The 90% opinion will be a Class 1 cost estimate as defined by AACE International.

3.3.4 90% Design Submittal

The CONSULTANT will submit to the COUNTY the 90% Design Submittal, which will include the Design Plans, Technical Specifications, and Opinion of Probable Construction Costs. The CONSULTANT will meet with the COUNTY to review the 90% Design Submittal.

Task 3.4 – 100% Design

3.4.1 100% Design Plans

After meeting with the COUNTY on the 90% Design, the CONSULTANT will proceed with the 100% Design. The 100% Design will include all updating and incorporating all COUNTY comments on the 90% design drawings, technical specifications, and the opinion of probable construction cost. The 100% opinion will be summarized in the same format as the Bid Form.

3.4.2 100% Design Submittal

The CONSULTANT will submit to the COUNTY the 100% Design Submittal, which will include the Design Plans, Technical Specifications, and Opinion of Probable Construction Costs.

Task 4 – Permitting

Task 4.1 - 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 bid. One (1) meeting with Building Department representatives will be attended to discuss the project and building/development requirements. CONSULTANT will respond to Requests for Additional Information (RAI) from the Building Department. The Contractor will subsequently file the required applications and obtain the Building Permit.

Task 4.2 - SWFWMD ERP Exemption

CONSULTANT will prepare and submit a Southwest Florida Water Management District (SWFWMD) Statewide Environmental Resource Permit (SWERP) exemption package for stormwater quantity attenuation and quality treatment in accordance with applicable District requirements. CONSULTANT will provide stormwater calculations in support of the exemption application. CONSULTANT will respond to Requests for Additional Information (RAI) to obtain the SWFWMD ERP Exemption.

Task 4.3 - Florida Department of Environmental Protection (FDEP) National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI)

CONSULTANT will prepare a Florida Department of Environmental Protection (FDEP) National Pollution Discharge Elimination System (NPDES) Notice of Intent (NOI) form and permit package to the FDEP. CONSULTANT will respond to Requests for Additional Information (RAI) to obtain the FDEP NOI.

Task 5 – Bidding Assistance

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, develop a Bid Tabulation spreadsheet, call the low bidder's references and submit a Recommendation of Award letter to the COUNTY.

Task 6 – Engineering Services During Construction

CONSULTANT will provide construction management and engineering services over an anticipated twenty-four (24) month construction contract. Specific services will include:

- 6.1 Prepare for, attend and moderate a preconstruction meeting with the contractor and COUNTY. CONSULTANT will prepare and agenda and meeting minutes.
- 6.2 Log and review the contractor's submittals. Fees assume a maximum total of fifty (50) shop drawings. Of the fifty, 25 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 twenty-four (24) 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 Manager or Project Engineer to observe the progress of the work, address questions raised during construction, and in order to certify that the project has been constructed in accordance with the permits and engineering plans and specifications. Site visits are budgeted as follows:
 - 16 hours per month for 20 months of active construction.
 - A total of 320 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 (24).
- 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 vertical turbine pumps, diesel genset, electrical system and SCADA system are anticipated.
- 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 Review the asset data worksheet submitted by the Contractor for equipment, valves, pumps, motors, and etc. for submittal to the COUNTY for asset onboarding.
- 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 – Contingency Allowance

At the COUNTY’S discretion, the Contingency Allowance shall be used to perform additional services beyond the scope of work included herein. Contingency Allowance shall only be used when specifically authorized by the COUNTY.

III. Deliverables

- Three (3) signed and sealed copies of the Geotechnical Report.
- One (1) electronically sign/sealed PDF of the Basis of Design Report (BODR).
- 60% Design Submittal: One (1) PDF of the design plans, technical specifications and an Opinion of Probable Construction Cost.
- 90% Design Submittal: One (1) PDF of the design plans, technical specifications and an Opinion of Probable Construction Cost.
- Final Bid Documents: One (1) electronically sign/sealed PDF of the design plans, technical specifications and an Opinion of Probable Construction Cost.
- Record Drawings: One (1) electronically sign/sealed PDF of the Record Drawings, three (3) full size hardcopy sets (22”x34”) signed/sealed of the Record Drawings, and the Autocad files of the Record Drawings.

IV. Schedule

Work under this assignment will be completed based on the following schedule from Notice to Proceed (NTP) from the COUNTY. All days are based on working days (not calendar days).

Milestone	Schedule
30% Design Submittal	180 Days from NTP
60% Design Submittal	150 Days from County’s Review of 30% Design Submittal
90% Design Submittal	90 Days from County’s Review of 60% Design Submittal
Permit Submittal	90 Days from County’s Review of 60% Design Submittal
100% Design Submittal	60 Days from County’s Review of 90% Design Submittal
Final Bid Documents	30 Days from 100% Design Submittal

IV. Fees

Fees for the above scope of work that are designated as Lump Sum (LS) in the table below will be invoiced monthly based on percentage completion of each task. Work that is designated as T&M will be invoiced monthly based on Ardurra's standard hourly rates. The following table shows the fee by task.

Fee Proposal			
Task	Description	Basis	Fee
1	Project Management and Coordination	LS	\$128,820.08
2	Field Investigations	LS	\$104,793.38
3	Design Services	LS	\$774,676.86
4	Permitting	LS	\$42,000.98
5	Bidding Assistance	LS	\$19,865.42
6	Engineering Services During Construction	LS	\$470,976.34
7	Contingency Allowance	TM	\$100,000.00
Total:			\$1,641,133.06

V. Assumptions

- No permit fees are included. Permit fees will be paid directly by the COUNTY.
- The Contractor will be responsible for obtaining all Building Department permits and inspections.
- The modifications and improvements to the RCW pump station are part of the COUNTY's Master Urban Reuse System and is not part of the SCBAWRF operating permit. Therefore, no minor/major modification to the FDEP Domestic Wastewater Permit is included.
- Arc Flash Study and Compliance will be specified in the Technical Specifications for the Contractor to perform since Arc Flash Requirements are dependent on the actual type, model/make of the equipment.
- It is our understanding that no modifications to the existing ten (10) RCW strainers on the RCW discharge header and the existing magnetic flow meters and annubar flow meter are required. Therefore, improvements for the existing strainers and magnetic/annubar flow meters are not included.

- The work associated with the rehabilitation of the ground storage tanks at the McKay Creek and Interconnect Pump Station locations will not require any topographic survey. Therefore, no topographic survey has been included for those areas.
- Periodic site visits by the CONSULTANT have been included. However, the COUNTY will conduct full time field observation during the course of construction. Therefore, field observation services are not included.
- The design and construction of a new pump station building is not included.
- This scope does not include performing any claims or litigation assistance such as attending depositions, arbitrations, mediations, acting as an expert witness, other litigation type services that require the services of an attorney and/or other legal services.
- Since it is assumed that the proposed improvements do not require a minor or major modification to the domestic wastewater facility permit. Therefore, preparing an O&M manual for the proposed improvements is not included. O&M manuals will be provided for each equipment by the Contractor.
- Training of the facility operation and maintenance personnel in proper operations, schedules, procedures and maintenance inventory will be performed by the Contractor.

EXHIBIT B - HOURLY RATE SHEETS

ARDURRA GROUP, INC.

South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements

23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

Labor Hours									
Principal Engineer	Sr. Project Manager	Chief Engineer	Project Engineer	Graduate Engineer	Sr. Prof. Surveyor	Survey Crew	Designer	Clerical	Total Hours
Rate, \$/Hr	\$295.00	\$281.00	\$268.00	\$162.00	\$118.00	\$173.00	\$191.00	\$125.00	\$70.00

Budget						Subtotal	Task Total
Labor	SUBCONSULTANTS						
	ATS (SUE)	BSA (HVAC)	Driggers (Geotech)	EDA (Electrical)	Howard (Architectural)	Rocna (I&C)	

Task	Principal Engineer	Sr. Project Manager	Chief Engineer	Project Engineer	Graduate Engineer	Sr. Prof. Surveyor	Survey Crew	Designer	Clerical	Total Hours	ATS (SUE)	BSA (HVAC)	Driggers (Geotech)	EDA (Electrical)	Howard (Architectural)	Rocna (I&C)	Subtotal	Task Total
1 Project Management and Coordination																		
1.1 PM and Coordination (12 months)		120	80	40						240								
1.2 Status reports and monthly invoicing		24							12	36								
1.3 Project Schedule		24		24						48								
1.4 Internal QA/QC	24	40								64								
1.5 Project Kickoff Meeting		4	4	4						12								
2 Field Investigation																		
2.1 Topographic Survey																		
Establish Control						8	10	16		34								
Topographic Survey		4				8	60	60		132								
Locate Borings		1				2	8	4		15								
2.2 Geotechnical Engineering																		
SPT Borings (2) and Geotech Report		2		4				4		10								
2.3 Subsurface Utility Engineering (SUE)																		
Level B SUE (GPR)		4		16						20								
Level A SUE (30 Holes)		4		16	20					40								
Survey SUE Location		2				8	16	12		38								
2.4 Data Collection and Review																		
Review Record Drawings, SCADA Data, Etc.		2			16					18								
Site Visits (3)		12	4	12	12					40								
3 Design Services																		
3.1 30% Design																		
3.1.1 Pump Station																		
a. Pump Station Design Criteria		1		1						2								
b. Vertical Turbine Pump Size/Selection		8		16						24								
c. Pump Can Sizing		4		16						20								
d. Roof Structure Modifications		4	16	24						44								
e. Floor Slab Structural Modification		4	16	20						40								
f. Pump Suction/Discharge Piping		8		24						32								
g. Surge Analysis/Surge Relief Valve (SRV)		12		24	24					60								
h. Pressure Sustaining Valve (PSV)		8		16						24								
i. Construction Phasing/Sequence		8		12						20								
j. Architectural Improvements		4	1	8				4		17								
3.1.2 Electrical System																		
a. Power Distribution/Switchgear/ATS/Generator		2		4						6								
b. Other Electrical System Improvements		2		4						6								
c. Ex. Electrical Building Dry-Proofing		4		4						8								
3.1.3 HVAC System		2		4						6								
3.1.4 SCADA System		2		4						6								
3.1.5 30% Design Plans																		
Cover		1			2			2		5								
Notes, Legend and Abbreviations		1		2	4			4		11								
Stormwater Pollution Prevention Plan		1		4				2		7								
Existing Process Flow Diagram		1			4			4		9								
Proposed Process Flow Diagram		2		4	4			4		14								
Site Survey		1			1			2		4								
Overall Project Site Plan and Key Map		1		4	4			12		21								
Demolition Plans		2		4	4			16		26								
Yard Piping Plans (Plan View Only)		4		12	16			12		44								
Surge Relief Valve Plan (Plan View Only)		2		8	12			12		34								
Pressure Sustaining Valve Plan (Plan View Only)		2		12	16			12		42								
Ground Storage Tank Rehabilitation Plans (Plan View Only)		4		4				8		16								
Pump Station Mechanical Plans (Plan View Only)		8		20	24			24		76								
Structural General Notes		1	2	12				12		27								
Pump Station Structural Plans (Plan View Only)		8	24					24		56								
Pump Station Architectural Plan (Plan View Only)		2						8		10								
Electrical Building Structural Plans (Plan View Only)		4	16					20		40								
Electrical Building Architectural Plans (Plan View Only)		2						8		10								
Process and Instrumentation Diagram Notes and Legends		2								2								
Pump Station P&ID's		4		4	4					12								
Overall SCADA Network Diagram		4		4						8								
Electrical Notes, Symbols and Abbreviations		1								1								
Electrical Site Plan Demolition		1		2	4					7								
Electrical Site Plan Modifications		1		4	8			4		17								
Pump Station Electrical Demolition Plans		1		2	4					7								
Pump Station Electrical Plan		1		4	8			4		17								
Existing Overall Single Line Diagram		1		2						3								
Proposed Overall Single Line Diagram		1		2						3								
Ex. Generator Switchgear Single Line Diagram Demolition		1		2						3								
Proposed Generator Switchgear Single Line Diagram Modifications		1		2						3								
HVAC Notes and Legends		1		2						3								
HVAC Demolition Plans		1		2						3								
Pump Station HVAC Plans		1		2				4		7								
Electrical Building HVAC Plans		1		2				4		7								
Fire Protection Notes and Legend		1		2						3								
Fire Protection Plans		1		2						3								
3.1.6 Basis of Design Technical Memorandum		12	4	16	24					56								
3.1.7 30% Design Review Meeting		4	4	8	8					24								
3.2 60% Design																		
3.2.1 60% Design Plans																		

ARDURRA GROUP, INC.
South Cross Bayou AWRF- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

	Rate, \$/Hr	Labor Hours								
		Principal Engineer	Sr. Project Manager	Chief Engineer	Project Engineer	Graduate Engineer	Sr. Prof. Surveyor	Survey Crew	Designer	Clerical
Prepare FDEP Forms and Submittal Package			8		16				1	25
Respond to RAI			4		4				1	9
5 Bidding Assistance										
5.1 Bid Services Coordination			4							4
5.2 Prebid Meeting			4		4					8
5.3 Addenda			2	12	16			20	4	54
5.4 Recommendation of Award			1		4				2	7
Subtotal - Design, Permitting and Bidding										
6 Engineering Services During Construction										
6.1 Preconstruction Meeting			4	4	4					12
6.2 Shop Drawing Review (50+25)			84	48	60	80			40	312
6.3 Schedule Reviews			24		24					48
6.4 Progress Meetings (24)			72	24	72					168
6.5 Site Visits (16 hours/month for 20 months)			160		160					320
6.6 RFIs			40	24	40	16				120
6.7 Preparing Allowance Authorizations and Change Orders (1)			24		20			12		56
6.8 Pay Applications (24)			24		40	16			24	104
6.9 Startup Testing (3)			24	24	40					88
6.10 Substantial Completion Walkthrough/Punchlist			8	8	16			2		34
6.11 Final Completion Walkthrough			4		4					8
6.12 Record Drawings			8		16	20		48		92
6.13 Asset Data Worksheet Review			2		4	16				22
6.14 General Construction Management (24 months)			120		40	80			40	280
Subtotal - Construction Management										
7 Contingency Allowance										
Contingency Allowance										0
Subtotal - Contingency										

Labor	SUBCONSULTANTS						Subtotal	Task Total
	ATS (SUE)	BSA (HVAC)	Driggers (Geotech)	EDA (Electrical)	Howard (Architectural)	Rocna (I&C)		
	\$4,910.00							
\$1,842.00						\$1,842.00		
\$13,115.00	\$0.00	\$840.00	\$0.00	\$5,320.42	\$590.00	\$0.00	\$19,865.42	
\$1,124.00						\$1,124.00		
\$1,772.00						\$1,772.00		
\$9,150.00		\$840.00		\$5,320.42	\$590.00	\$15,900.42		
\$1,069.00						\$1,069.00		
\$699,627.00	\$16,900.00	\$70,550.00	\$4,440.00	\$192,959.72	\$55,650.00	\$30,030.00	\$1,070,156.72	
\$332,058.00	\$0.00	\$27,100.00	\$0.00	\$103,618.34	\$8,200.00	\$0.00	\$470,976.34	
\$2,844.00				\$1,710.52	\$590.00		\$5,144.52	
\$58,428.00		\$13,660.00		\$45,468.16	\$3,200.00		\$120,756.16	
\$10,632.00							\$10,632.00	
\$38,328.00				\$8,560.34			\$46,888.34	
\$70,880.00				\$17,438.88			\$88,318.88	
\$26,040.00		\$7,560.00		\$13,445.74	\$1,600.00		\$48,645.74	
\$10,824.00							\$10,824.00	
\$16,792.00							\$16,792.00	
\$19,656.00				\$4,761.42			\$24,417.42	
\$7,124.00		\$2,200.00		\$1,178.28	\$670.00		\$11,172.28	
\$1,772.00				\$1,769.52			\$3,541.52	
\$13,200.00		\$3,680.00		\$9,285.48	\$2,140.00		\$28,305.48	
\$3,098.00							\$3,098.00	
\$52,440.00							\$52,440.00	
\$332,058.00	\$0.00	\$27,100.00	\$0.00	\$103,618.34	\$8,200.00	\$0.00	\$470,976.34	
\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	
\$100,000.00							\$100,000.00	
\$100,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100,000.00	

Total - Design, Permitting, Bidding and Construction Services

\$1,131,685.00 \$16,900.00 \$97,650.00 \$4,440.00 \$296,578.06 \$63,850.00 \$30,030.00 \$1,641,133.06 \$1,641,133.06

ATS
South Cross Bayou AWRF- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

Rate, \$/Hr	Labor Hours								Budget		
	Project Manager	CADD/ Computer Technician	Senior Utility Coordinator	Secretary /Clerical	Vacuum Excavation Crew (3-man)	Designation Crew (2-man)	SUE Field Crew Supervisor	Total Hours	Labor	Expenses	Task Total
	\$195.00	\$105.00	\$125.00	\$65.00	\$250.00	\$200.00	\$95.00				
Task											
2	Field Investigation								\$16,900.00	\$0.00	\$16,900.00
2.3	Subsurface Utility Engineering (SUE)										
	Level B SUE (GPR)	2				16	1	19	\$3,685.00		\$3,685.00
	Level A SUE (30 Holes)	3		2	48		4	57	\$13,215.00		\$13,215.00
	Total								\$16,900.00	\$0.00	\$16,900.00

BSA Life Structures
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

Task	Labor Hours							Budget		
	Principal IV	Engineer IV	Engineer II	Designer II	Engineer III	Admin	Total Hours	Labor	Expenses	Task Total
Rate, \$/Hr	\$310.00	\$220.00	\$170.00	\$115.00	\$200.00	\$120.00				
1 Design Project Management and Meetings								\$6,340.00	\$0.00	\$6,340.00
1.1 PM and Coordination (12 months)		24					24	\$5,280.00		\$5,280.00
1.5 Project Kickoff Meeting	2	2					4	\$1,060.00		\$1,060.00
3 Design Services								\$62,530.00	\$0.00	\$62,530.00
3.1 30% Design										
3.1.3 HVAC System		1	1				2	\$390.00		\$390.00
3.1.5 30% Design Plans										
		HVAC Notes and Legends	1	1	2		4	\$620.00		\$620.00
		HVAC Demolition Plans	2	2	2		6	\$1,010.00		\$1,010.00
	1	Pump Station HVAC Plans	2	4	4	4	15	\$2,690.00		\$2,690.00
	1	Electrical Building HVAC Plans	2	4	4	4	15	\$2,690.00		\$2,690.00
		Fire Protection Notes and Legend		2	2		4	\$570.00		\$570.00
		Fire Protection Plans		2	2	8	12	\$2,170.00		\$2,170.00
3.1.7 30% Design Review Meeting		2	2				4	\$780.00		\$780.00
3.2 60% Design										
3.2.1 60% Design Plans										
		Plumbing				24	48	\$4,800.00		\$4,800.00
		Fire Protection				24	48	\$4,800.00		\$4,800.00
	2	HVAC	16	24	12		54	\$9,600.00		\$9,600.00
3.2.2 Technical Specifications										\$0.00
		HVAC Specifications	10			8	18	\$3,160.00		\$3,160.00
3.2.3 Opinion of Probable Construction Cost		2					2	\$440.00		\$440.00
3.2.4 60% Design Submittal										
		Design Review Meeting	2	2			4	\$780.00		\$780.00
3.3 90% Design										
3.3.1 90% Design Plans										
	3	HVAC Plans, Sections, Schedules, and Details	24	24	12	32	95	\$18,070.00		\$18,070.00
3.3.2 Technical Specifications		2	2			8	12	\$1,740.00		\$1,740.00
3.3.3 Opinion of Probable Construction Cost		2	2				4	\$780.00		\$780.00
3.3.4 90% Design Submittal										
		Design Review Meeting	2	2			4	\$780.00		\$780.00
3.4 100% Design										
3.4.1 100% Design Plans	2	2	14	8	4		30	\$5,160.00		\$5,160.00
		Technical Specifications				6	6	\$720.00		\$720.00
		Opinion of Probable Construction Cost	2	2			4	\$780.00		\$780.00
3.4.2 100% Design Submittal										
4 Permitting							0	\$840.00	\$0.00	\$840.00
4.1 County Building Department										
		Prepare Building Permit Submittal Package	1			1	2	\$420.00		\$420.00
		Respond to RAI	1			1	2	\$420.00		\$420.00
5 Bid Assistance								\$840.00	\$0.00	\$840.00
5.3 Addenda		2			2		4	\$840.00		\$840.00
Subtotal - Design, Permitting and Bidding								\$70,550.00	\$0.00	\$70,550.00

BSA Life Structures
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

Rate, \$/Hr	Labor Hours							Budget			
	Principal IV	Engineer IV	Engineer II	Designer II	Engineer III	Admin	Total Hours	Labor	Expenses	Task Total	
	\$310.00	\$220.00	\$170.00	\$115.00	\$200.00	\$120.00					
6	Construction Management										
6.2	Shop Drawing Review (50+25)	4	20	24	12	8	8	76	\$27,100.00	\$0.00	\$27,100.00
6.6	RFIs		12	16	8	4	4	44	\$13,660.00		\$13,660.00
6.10	Substantial Completion Walkthrough/Punchlist		4	4		2	2	12	\$7,560.00		\$7,560.00
6.12	Record Drawings		4	10	4	2	2	22	\$2,200.00		\$2,200.00
	Subtotal - Construction Management								\$3,680.00		\$3,680.00
									\$27,100.00	\$0.00	\$27,100.00
	Total - Design, Permitting and Construction Services								\$97,650.00	\$0.00	\$97,650.00

Driggers
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

Rate, \$/Hr	Labor Hours					Budget		
	Chief Engineer	Field Crew Supervisor	Sr. CADD Tech	Secretary/Clerical	Total Hours	Labor	Expenses	Task Total
	\$220.00	\$90.00	\$85.00	\$75.00				

Task

Task	Chief Engineer	Field Crew Supervisor	Sr. CADD Tech	Secretary/Clerical	Total Hours	Labor	Expenses	Task Total
2 Field Investigation						\$4,440.00	\$0.00	\$4,440.00
2.2 Geotechnical Engineering								
		10			10	\$900.00		\$900.00
	4	4			8	\$1,240.00		\$1,240.00
	1				1	\$220.00		\$220.00
	8		2	2	12	\$2,080.00		\$2,080.00
					Total	\$4,440.00	\$0.00	\$4,440.00

EDA
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing
FEE SCHEDULE

Rate, \$/Hr	Labor Hours							Budget			
	Principal	Sr. Electrical Engineer	Engineer	Electrical Designer	Field Supervisor	CADD Technician	Clerical/Admin	Total Hours	Labor	Expenses	Task Total
	\$242.87	\$184.76	\$147.51	\$111.75	\$95.06	\$91.78	\$59.00				

Task		Principal	Sr. Electrical Engineer	Engineer	Electrical Designer	Field Supervisor	CADD Technician	Clerical/Admin	Total Hours	Labor	Expenses	Task Total
1	Project Management and Coordination									\$17,620.08		
1.1	PM and Coordination (12 months)	8	16	8				8	40	\$6,551.20		\$6,551.20
1.2	Status reports and monthly invoicing	4	10					4	18	\$3,055.08		\$3,055.08
1.4	Internal QA/QC	6	22	10				4	42	\$7,233.04		\$7,233.04
1.5	Project Kickoff Meeting	2		2					4	\$780.76		\$780.76
2	Field Investigation									\$13,828.38	\$0.00	
2.4	Data Collection and Review											
2.4.1	Review Record Drawings, SCADA Data, Etc.	6	24	32				2	64	\$10,729.78		\$10,729.78
2.4.2	Site Visits (3)	4	8	4				1	17	\$3,098.60		\$3,098.60
3	Design Services									\$149,227.86	\$0.00	
3.1.2	Electrical System											
	a. Power Distribution/Switchgear/ATS/Generator	6	20	16				2	44	\$7,630.58		\$7,630.58
	b. Other Electrical System Improvements	2	16	12				2	32	\$5,330.02		\$5,330.02
	c. Ex. Electrical Building Dry-Proofing								0	\$0.00		\$0.00
3.1.4	SCADA System	4	24	18				4	50	\$8,296.90		\$8,296.90
3.1.5	30% Design Plans											
	Process and Instrumentation Diagram Notes and Legends	1		2			4		7	\$905.01		\$905.01
	Pump Station PI&D's	1		4	4				9	\$1,279.91		\$1,279.91
	Overall SCADA Network Diagram	1	2	4	2				9	\$1,425.93		\$1,425.93
	Electrical Notes, Symbols and Abbreviations	1	2	2			4		9	\$1,274.53		\$1,274.53
	Electrical Site Plan Demolition	1	2	2			4		9	\$1,274.53		\$1,274.53
	Electrical Site Plan Modifications	2	4	4	4				14	\$2,261.82		\$2,261.82
	Pump Station Electrical Demolition Plans	1	2	2			8		13	\$1,641.65		\$1,641.65
	Pump Station Electrical Plan	1	4	4	2				11	\$1,795.45		\$1,795.45
	Existing Overall Single Line Diagram	1	2	2			4		9	\$1,274.53		\$1,274.53
	Proposed Overall Single Line Diagram	2	8	4	4				18	\$3,000.86		\$3,000.86
	Ex. Generator Switchgear Single Line Diagram Demolition	1	2	2			8		13	\$1,641.65		\$1,641.65
	Proposed Generator Switchgear Single Line Diagram Modifications	2	6	4	4		8		24	\$3,365.58		\$3,365.58
3.1.6	Basis of Design Technical Memorandum	1	2	4				4	11	\$1,438.43		\$1,438.43
3.1.7	30% Design Review Meeting	2	2					1	5	\$914.26		\$914.26
3.2	60% Design											
3.2.1	60% Design Plans											
	Elementary Diagram(s) Plans						12		12	\$1,101.36		\$1,101.36
	Front Elevation(s) Plans	2	2	4			12		20	\$2,546.66		\$2,546.66
	Control Riser Diagrams	2	4	8	8				22	\$3,298.86		\$3,298.86
	Pump Station Power Plan	2	16	10	12				40	\$6,258.00		\$6,258.00
	Pump Station Lighting Plan	2	4	4			8		18	\$2,549.06		\$2,549.06
	Pump Station Grounding Plan	2	4	8			8		22	\$3,139.10		\$3,139.10
	Electrical Room Power Plan	2	24	12	16				54	\$8,478.10		\$8,478.10
	Electrical Room Lighting Plan	2	4	4	12				22	\$3,155.82		\$3,155.82
	Electrical Grounding Plan	2	4	4			8		18	\$2,549.06		\$2,549.06
	Panel Schedules	2	4	4			16		26	\$3,283.30		\$3,283.30
	Lighting Fixture Schedules and Details	2	4	4			16		26	\$3,283.30		\$3,283.30
	Electrical Detail(s) Plans	2	4	4			16		26	\$3,283.30		\$3,283.30
3.2.2	Technical Specifications											\$0.00
	Electrical, Instrumentation and Controls Specifications	6	24	20				2	52	\$8,959.66		\$8,959.66
3.2.3	Opinion of Probable Construction Cost	2	6	12				2	22	\$3,482.42		\$3,482.42
3.2.4	60% Design Submittal											
	Design Review Meeting	2	2					1	5	\$914.26		\$914.26

EDA
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing
FEE SCHEDULE

		Labor Hours							Budget			
		Principal \$242.87	Sr. Electrical Engineer \$184.76	Engineer \$147.51	Electrical Designer \$111.75	Field Supervisor \$95.06	CADD Technician \$91.78	Clerical/Admi n \$59.00	Total Hours	Labor	Expenses	Task Total
3.3	90% Design											
3.3.1	90% Design Plans											
	Process and Instrumentation Diagram Plans and Details	2	8	16			16	2	44	\$5,910.46		\$5,910.46
	Electrical Plans, Sections, Schedules, and Details	8	24	40	16		40	24	152	\$19,152.80		\$19,152.80
3.3.2	Technical Specifications	4	24	20				2	50	\$8,473.92		\$8,473.92
3.3.3	Opinion of Probable Construction Cost	2	2	6				1	11	\$1,799.32		\$1,799.32
3.3.4	90% Design Submittal											
	Design Review Meeting	2	2					1	5	\$914.26		\$914.26
3.4	100% Design											
3.4.1	100% Design Plans	4	16	16	8		8		52	\$7,916.04		\$7,916.04
	Technical Specifications	2	4	8				2	16	\$2,522.86		\$2,522.86
	Opinion of Probable Construction Cost	2	2	4				1	9	\$1,504.30		\$1,504.30
3.4.2	100% Design Submittal								0	\$0.00		\$0.00
4	Permitting								0	\$6,962.98		
4.1	County Building Department											
	Pre-app Meeting	2	2						4	\$855.26		\$855.26
	Prepare Building Permit Submittal Package	2	6	8			12	3	31	\$4,052.74		\$4,052.74
	Respond to RAI	2	2	4			6	1	15	\$2,054.98		\$2,054.98
5	Bidding Assistance									\$5,320.42	\$0.00	
5.3	Addenda	2	8	12			16	2	40	\$5,320.42		\$5,320.42
Subtotal - Design, Permitting and Bidding										\$192,959.72	\$0.00	\$192,959.72
6	Engineering Services During Construction									\$103,618.34		
6.1	Preconstruction Meeting	4	4							\$1,710.52		\$1,710.52
6.2	Shop Drawing Review (50+25)	32	104	108			20		11	\$45,468.16		\$45,468.16
6.4	Progress Meetings (24)	6	30	8			4			\$8,560.34		\$8,560.34
6.5	Site Visits (20 hours/month for 24 months)	16	40	16			40			\$17,438.88		\$17,438.88
6.6	RFIs	12	46	10			4	3		\$13,445.74		\$13,445.74
6.9	Startup Testing (3)	2	12	8			8	2		\$4,761.42		\$4,761.42
6.10	Substantial Completion Walkthrough/Punchlist		4				4	1		\$1,178.28		\$1,178.28
6.11	Final Completion Walkthrough	4	4					1		\$1,769.52		\$1,769.52
6.12	Record Drawings	4	12	8			8	44	2	\$9,285.48		\$9,285.48
Subtotal - Construction Management										\$103,618.34	\$0.00	\$103,618.34
7	Contingency Allowance									\$0.00		
	Contingency Allowance								0			\$0.00
Subtotal - Contingency										\$0.00	\$0.00	\$0.00
Total - Design, Permitting, Bidding and Construction Services										\$296,578.06	\$0.00	\$296,578.06

Howard and Associates
South Cross Bayou AWRF- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing
FEE SCHEDULE

Task	Labor Hours						Budget			
	Principal	Project Manager	Intern Architect	Senior Drafter	Admin Assistant	Total Hours	Labor	Expenses	Subtotal	Task Total
Rate, \$/Hr	\$240.00	\$190.00	\$105.00	\$110.00	\$80.00					
1 Design Project Management and Meetings							\$3,140.00	\$0.00	\$3,140.00	\$3,140.00
1.1 PM and Coordination (12 months)		12				12	\$2,280.00		\$2,280.00	
1.5 Project Kickoff Meeting	2	2				4	\$860.00		\$860.00	
3 Design Services							\$49,840.00	\$0.00	\$49,840.00	\$49,840.00
3.1 30% Design										
3.1.1 Pump Station										
j. Architectural Improvements		4	4			8	\$1,180.00		\$1,180.00	
3.1.5 30% Design Plans										
Pump Station Architectural Plan (Plan View Only)		4	8	12		24	\$2,920.00		\$2,920.00	
Electrical Building Architectural Plans (Plan View Only)		2	4	4		10	\$1,240.00		\$1,240.00	
3.1.6 Basis of Design Technical Memorandum	1	1				2	\$430.00		\$430.00	
3.1.7 30% Design Review Meeting		2	2			4	\$590.00		\$590.00	
3.2 60% Design										
3.2.1 60% Design Plans										
Pump Station Architectural Sections/Elevation Views		8	20	24		52	\$6,260.00		\$6,260.00	
Pump Station Architectural Details		4	8	20		32	\$3,800.00		\$3,800.00	
Electrical Building Architectural Section/Elevation Views		4	8	16		28	\$3,360.00		\$3,360.00	
Electrical Building Architectural Details		2	4	12		18	\$2,120.00		\$2,120.00	
3.2.2 Technical Specifications										
Architectural Specifications		2	8			10	\$1,220.00		\$1,220.00	
3.2.3 Opinion of Probable Construction Cost		2	4			6	\$800.00		\$800.00	
3.2.4 60% Design Submittal										
Design Review Meeting		2	2			4	\$590.00		\$590.00	
3.3 90% Design										
3.3.1 90% Design Plans										
Architectural Plans, Sections, and Details		32	40	60		132	\$16,880.00		\$16,880.00	
3.3.2 Technical Specifications		4	12			16	\$2,020.00		\$2,020.00	
3.3.3 Opinion of Probable Construction Cost		1	4			5	\$610.00		\$610.00	
3.3.4 90% Design Submittal										
Design Review Meeting		2	2			4	\$590.00		\$590.00	
3.4 100% Design										
3.4.1 100% Design Plans		4	12	20		36	\$4,220.00		\$4,220.00	
Technical Specifications		1	4			5	\$610.00		\$610.00	
Opinion of Probable Construction Cost		1	2			3	\$400.00		\$400.00	
3.4.2 100% Design Submittal										
4 Permitting						0	\$2,080.00	\$0.00	\$2,080.00	\$2,080.00
4.1 County Building Department										
Prepare Building Permit Submittal Package		2	4	8		14	\$1,680.00		\$1,680.00	
Respond to RAI		1	2			3	\$400.00		\$400.00	
5 Bid Assistance							\$590.00	\$0.00	\$590.00	\$590.00
5.3 Addenda		2	2			4	\$590.00		\$590.00	
Subtotal - Design, Permitting and Bidding							\$55,650.00	\$0.00	\$55,650.00	\$55,650.00
6 Construction Management							\$8,200.00			\$8,200.00
6.1 Preconstruction Meeting		2	2			4	\$590.00		\$590.00	
6.2 Shop Drawing Review		8	16			24	\$3,200.00		\$3,200.00	
6.6 RFIs		4	8			12	\$1,600.00		\$1,600.00	
6.10 Substantial Completion Walkthrough/Punchlist		2	2		1	5	\$670.00		\$670.00	
6.12 Record Drawings		2		16		18	\$2,140.00		\$2,140.00	
Subtotal - Construction Management							\$8,200.00	\$0.00	\$8,200.00	\$8,200.00
Total - Design, Permitting and Construction Services							\$63,850.00	\$0.00	\$63,850.00	\$63,850.00

Rocha
South Cross Bayou AWRP- Reclaimed Water High Service Pump Station Improvements -
23-0711-RFP-CCNA- Non-Continuing

FEE SCHEDULE

	Labor Hours				Budget		
	Project Manager	Sr. Design Engineer	Designer	Total Hours	Labor	Expenses	Task Total
Rate, \$/Hr	\$175.00	\$165.00	\$145.00				

Task

Task									
1	Project Management and Coordination						\$700.00		
1.5	Project Kickoff Meeting	4			4		\$700.00	\$700.00	
2	Field Investigation						\$6,140.00	\$0.00	
2.4	Data Collection and Review								
2.4.1	Review Record Drawings, SCADA Data, Etc.	4			4		\$700.00	\$700.00	
2.4.2	Site Visits (3)	16	16		32		\$5,440.00	\$5,440.00	
3	Design Services						\$23,190.00	\$0.00	
3.1.4	SCADA System	4	8		16		\$2,020.00	\$2,020.00	
3.1.5	30% Design Plans								
	Pump Station PI&D's	4	8		12		\$2,020.00	\$2,020.00	
	Overall SCADA Network Diagram	2	4		6		\$1,010.00	\$1,010.00	
3.1.7	30% Design Review Meeting	4			4		\$700.00	\$700.00	
3.2	60% Design								
3.2.1	60% Design Plans								
	Process and Instrumentation Diagram Plans and Details	4	24		28		\$4,660.00	\$4,660.00	
3.2.2	Technical Specifications							\$0.00	
	Electrical, Instrumentation and Controls Specifications	4	8		12		\$2,020.00	\$2,020.00	
3.2.4	60% Design Submittal							\$0.00	
	Design Review Meeting	4			4		\$700.00	\$700.00	
3.3	90% Design								
3.3.1	90% Design Plans								
	Process and Instrumentation Diagram Plans and Details	4	20		24		\$4,000.00	\$4,000.00	
3.3.2	Technical Specifications	4	8		12		\$2,020.00	\$2,020.00	
	Design Review Meeting	4			4		\$700.00	\$700.00	
3.4	100% Design							\$0.00	
3.4.1	100% Design Plans	4	16		20		\$3,340.00	\$3,340.00	
Total - Design, Permitting, Bidding and Construction Services							\$30,030.00	\$0.00	\$30,030.00

EXHIBIT C - INSURANCE REQUIREMENTS

1. LIMITATIONS ON LIABILITY

By submitting a Proposal, the Consultant acknowledges and agrees that the services will be provided without any limitation on the Consultant's liability. The County objects to and shall not be bound by any term or provision that purports to limit the Consultant's liability to any specified amount in the performance of the services. The Consultant shall state any exceptions to this provision in its response, including specifying the proposed limits of liability in the stated exception to be included in the Services Agreement. The Consultant is deemed to have accepted and agreed to provide the services without any limitation on the Consultant's liability that the Consultant does not take exception to in its response. Notwithstanding any exceptions by the Consultant, the County reserves the right to declare its prohibition on any limitation on the Consultant's liability as non-negotiable, to disqualify any Proposal that includes exceptions to this prohibition on any limitation on the Consultant's liability, and to proceed with another responsive, responsible proposal, as determined by the County in its sole discretion.

2. INDEMNIFICATION

If the Consultant is an individual or entity licensed by the State of Florida who holds a current certificate of registration or is qualified 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, or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") of the Consultant and other persons employed or utilized by the Consultant in the performance of the Agreement.

3. INSURANCE

The Consultant must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award.

The Consultant shall obtain and maintain, and require any sub-Consultants to obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Consultant shall maintain coverage and provide evidence of insurance for two (2) years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of A- VIII or better.

- A. Submittals should include the Consultant's current Certificate(s) of Insurance. 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 prior to the award of contract.

Upon selection of Consultant for award, the selected Consultant shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, 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). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

- B. 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. The 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.
- C. 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 Consultant 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 Consultant or their agent prior to the expiration date.

- 1) The Consultant shall also notify the County within twenty-four (72) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by email to Pinellas County Risk Management at InsuranceCerts@pinellascounty.org. Nothing contained herein shall absolve Consultant of this requirement to provide notice.
 - 2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement.
- D. If subcontracting is allowed under this RFP, the Primary Consultant 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 sub-consultants 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.

All subcontracts between the Consultant and its subcontractor shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall;

- 1) Require each subcontractor to be bound to the Consultant to the same extent the Consultant 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 the Consultant 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 a 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;
 - 7) Identify the County as an intended third-party beneficiary of the subcontract. The Consultant 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.
- E. 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.
 - 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 Consultant.
 - 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) All policies shall be written on a primary, non-contributory basis.

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** Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

Limits

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

If Vendor/Contractor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

- 2) **Commercial General Liability Insurance** including, but not limited to, Independent Vendor, 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) **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", Proposer 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	\$ 3,000,000
General Aggregate	\$ 3,000,000

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.

- 4) **Property Insurance** Vendor will be responsible for all damage to its own property, equipment and/or materials.