

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: W.E. Dunn Water Reclamation Facility Electrical Improvements -
Professional Engineering Services**

RFP CONTRACT NO. 189-0014-NC (SS)

COUNTY PID NO. PID 003409A

NON-CONTINUING FIRM: Reiss Engineering, Inc.

**PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE
AGREEMENT**

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
W.E. Dunn Water Reclamation Facility Electrical Improvements -
Professional Engineering Services - PID 003409A**

THIS AGREEMENT, entered into on the ____ day of _____, 2019, 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, Reiss Engineering, Inc. with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of Electrical Improvements at the William E. Dunn Water Reclamation Facility located at 4111 Dunn Drive, Palm Harbor, Florida 34683 Pinellas County, Florida

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

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

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

SECTION 2 SCOPE OF PROJECT

2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

The primary scope of engineering service includes Project Management, Preliminary Engineering Report (PER), 60% Design, 90% Design, Permitting, and Final Design Documents for the engineering services related to the design and construction of the Electrical Improvements. All required permits shall be obtained by the engineering consultant. Plans shall be prepared in accordance with Civil 3D Pinellas County Requirements. Exhibit A, Scope of Services is attached.

a) Required Deliverables

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

2.2 PROJECT PHASES

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

2.3 CONSULTING RESPONSIBILITIES

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

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

2.4 GENERAL DESIGN CONDITIONS

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

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

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

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

2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

3.2 BIDDING PHASE

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

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

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

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

3.3 CONSTRUCTION PHASE

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

A. Construction Consultation Services

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

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

3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

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

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

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

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

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

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

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

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

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

3.5 PERMIT APPLICATIONS AND APPROVALS

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

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

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

3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

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

SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY

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

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

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

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

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

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

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

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

**SECTION 6
PAYMENT GUIDELINES AND CATEGORY OF SERVICES**

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

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

6.3 CONTINGENCY SERVICES

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

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

6.4 ADDITIONAL SERVICES

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

6.5 INVOICING

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

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

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

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

All progress reports shall be mailed to the attention of the designated Project Manager, Utilities, 14 S. Ft. Harrison Ave, Clearwater, FL 33756.

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

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

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

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

SECTION 7 COMPENSATION TO THE CONSULTANT

7.1 For the BASIC SERVICES provided for in this Agreement, as defined in Section 3.10, the COUNTY agrees to pay the CONSULTANT as follows:

- A Lump Sum Fee of: Sixteen thousand nine hundred ninety and 00/100 (\$16,990.00) for the Task 1 – Project Management.
- A Lump Sum Fee of: Thirty nine thousand eight hundred ninety five and 02/100 (\$39,895.02) for the Task 2 - Data Collection and Preliminary Engineering Report
- A Lump Sum Fee of: Two hundred eight thousand eighty three and 31/100 (\$208,083.31) for the Task 3 – Detailed Design
- A Lump Sum Fee of: Eight thousand six hundred seventy and 00/100 (\$8,670.00) for the Task 4 –Permitting
- A Lump Sum Fee of: Fifteen thousand fifty one and 82/100 (\$15,051.82) for the Task 5 –Bidding Services
- A Lump Sum Fee of: One hundred ten thousand seven hundred forty nine and 80/100 (\$110,749.80) for the Task 6 –Construction Services

The above fees shall constitute the total not to exceed amount of Three hundred ninety nine thousand four hundred thirty nine and 95/100 (**\$399,439.95**) to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.3 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 Fifty Thousand and 00/100 (**\$50,000.00**) for all assignments performed.

7.4 Total agreement amount Four hundred forty nine thousand four hundred thirty nine and 95/100 (**\$449,439.95**).

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

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

SECTION 12 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 13 CONSULTANT'S ACCOUNTING RECORDS

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

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

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

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

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

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

**SECTION 15
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

**SECTION 22
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for nine hundred (900) consecutive calendar days from the commencement date on the Notice to Proceed) unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

**SECTION 24
CONFLICT OF INTEREST**

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

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

SECTION 25 ENTIRE AGREEMENT

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

SECTION 26 PUBLIC ENTITY CRIMES

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

SECTION 27 PUBLIC RECORDS

Contractor 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 Contractor agrees to charge the County, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement.

CONTRACTOR'S DUTY

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


**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name: Reiss Engineering, Inc.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Allen Dethloff
Title: Vice President Date: 2/15/2019

By: _____
Name _____ Date: _____
Chairman

ATTEST:
Ken Burke, clerk of the Circuit Court

By: _____
Deputy Clerk _____ Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

**PROFESSIONAL ENGINEERING SERVICES
CONTRACT NO. 189-0014-NC (SS)**

FOR

REISS ENGINEERING, INC.

W.E. DUNN WATER RECLAMATION FACILITY ELECTRICAL IMPROVEMENTS

Pursuant with the Agreement for Professional Services Non-Continuing Contract between Pinellas County Utilities Department (COUNTY) and Reiss Engineering, Inc. (CONSULTANT), CONSULTANT shall provide the following scope of services for the above referenced project.

Section 1

PROJECT DESCRIPTION

Pinellas County Utilities (COUNTY) is dedicated to providing safe, reliable, and sustainable reclaimed water to its customers through excellent treatment of collected wastewater. To maintain this reliable service, the COUNTY must have a reliable treatment process with emergency back-up power when required. This need has been confirmed time and again in recent years due to the increased frequency and severity of weather events. As such, the COUNTY is implementing electrical improvements at the W.E. Dunn Water Reclamation Facility (WEDWRF) in order to provide a more robust back-up power source for critical infrastructure at the facility.

The COUNTY owns and operates the WEDWRF, which provides treatment of wastewater from the North County sanitary sewer collection system. The WEDWRF is an advanced wastewater treatment facility rated at 6.5 million gallons per day (mgd) average daily flow capacity. It currently operates under permit #FL0128775, issued from the Florida Department of Environmental Protection. The WEDWRF has five (5) separate electric metered accounts (East Train, West Train, Off-Site Pump Station, Maintenance Room, and Administration Building). Three diesel-fueled generators provide emergency backup power for the West Train, East Train and Administration Building.

The west motor control center (MCC) room houses the oldest electrical equipment and is in greatest need of improvements. The west MCC room experiences minor flooding during rain events. The MCC equipment was generally installed between 1984 and 1987.

The east MCC room has newer MCC equipment and is in relatively good condition. Most of the east MCC equipment was installed in 1994.

The off-site pump station electrical room and MCC are in good condition and will not be modified under this scope of work.

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Also, some of the existing adjustable frequency drives (AFDs) are located a great distance from the driven equipment motors. The existing automatic transfer switches (ATSS) have no provisions for maintenance bypass and requires an electrical outage during ATS maintenance activities. WEDWRF has the capability to interconnect the east and west MCCs and utilize either the east or west backup generators on an emergency basis at a reduced load capacity. The County has conducted an Arc Flash study at the WEDWRF.

In February of 2018, The COUNTY had an evaluation of the existing electrical systems completed. The purpose of this evaluation was to identify potential improvements and/or replacement of the existing electrical equipment and system controls that could improve system performance and extend the useful life of the facility. The anticipated costs of the improvements were compared to the costs associated with installing new improved technology. The referenced evaluation led to the recommendation that the COUNTY replace the existing MCCs, ATSS, west emergency generator, and provide backup power to the off-site pump station.

The COUNTY has tasked the CONSULTANT with completing the design, permitting and implementation of said improvements. The improvements will address the FDEP permitting related to Class I reliability of service, power source transition, utility rates with cost benefit analysis, energy demands, sizing of generator(s), fuel storage, and constructability. The goal will be to provide improvements to the power distribution system with priority given to reliability when system components fail. Specific improvements to be implemented include the following:

- Construct a new electrical building housing switchgears and automatic transfers switches (ATSS) just south of the existing maintenance building at the northeast corner of the property. Construct enclosures to house two (2) new diesel-powered emergency generators. The generator system shall provide sufficient backup power to run both the east and west process trains, off-site pump station, and administration building. The existing west and east motor control centers (MCC) will be replaced with new MCCs at or near the current location. The west MCC is located on the second floor of the sludge dewatering building and the east MCC is located in a room in the generator building adjacent to the anoxic tanks and oxidation reactors at the southeast corner of the WEDWRF site. New 480-volt power feeds would then run from the new electrical building to four (4) new 480V transformers, one of which will be located adjacent to the east MCC building, west MCC building, off-site pump station and administration building. The new Duke transformers would provide 480V power to the east and west MCCs, existing off-site pump station MCC, and administration building.
- The west MCC, east train generator, and west train generator would be demolished and removed from the site. The County may choose to salvage the east train emergency generator and administration building generator which are in good condition. The east and west train ATSS shall also be demolished and removed.
- Miscellaneous work would include hardening the west MCC building against flooding from rain events. Electrical improvements shall address instances where

adjustable frequency drives (AFDs) are located more than 200 feet from the driven equipment.

This Work Assignment authorizes the CONSULTANT to complete preliminary design, final design, bidding and construction services for the WEDWRF electrical improvements as outlined above.

SCOPE OF SERVICES

The scope of engineering services includes the following.

Task 1 – Project Management

- A. The CONSULTANT will be responsible for general project administration, project coordination, preparation of miscellaneous correspondence, preparation of meeting agenda and minutes, maintaining project documentation, and coordination of services provided to the COUNTY. Management shall include forecasting and tracking of budget and schedule, submitting monthly invoices along with updated schedule and project status report. The primary objectives are to keep the project within scope, budget, and on schedule.
- B. The CONSULTANT will conduct a project kickoff meeting, to be attended by COUNTY and CONSULTANT team stakeholders.
- C. CONSULTANT will schedule progress meetings to review project status and ongoing issues, prioritizing efforts and scheduling and assigning personnel and other necessary resources.
- D. Develop and submit monthly invoices with status reports and updated schedule. Develop and submit a project schedule using PlanTrax® and update the schedule monthly. The updated schedule will be submitted with project invoices.

Task 2 – Data Collection and Preliminary Engineering Report

- A. The CONSULTANT will prepare a Preliminary Engineering Report (PER) for the project to address the objective of the electrical improvements at the WEDWRF. The PER will include a summary of evaluations and consultant recommended improvements derived from information obtained from technical workshops with COUNTY staff, field observations, and as-built plans. This document will generally serve as a 30% design submittal.

Specifically, the CONSULTANT shall perform the following:

- a. Review and evaluate available background information;
- b. Review other permitted and/or scheduled construction activities that may affect this project in any way;

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- c. Identify and comment on issues or opportunities arising from the review, and obtain COUNTY concurrence on issues related to design criteria or recommendations prior to beginning the design;
- d. Coordinate with Duke Energy for connections;
- e. Develop Preliminary Engineering Report (PER) documents with alternative evaluations and recommendations for design.

The PER will generally include:

- a. Description of the improvements to be implemented
- b. Basic site layout
- c. Proposed construction sequencing
- d. Engine generator sizes and electrical load requirements
- e. Instrumentation I/O list and device schedule
- f. Electrical power supply one-line diagram
- g. Summary of required regulatory permits and associated fees, schedules, and submittal requirements.
- h. Preliminary Opinion of Probable Construction Cost

It is assumed at the time of development of this scope and fee proposal that adequate as-built information has been/will be provided to CONSULTANT for purposes of developing the facility site plans and building plans. Establishment of the facility as-built condition is not included in this scope of services.

CONSULTANT will attend a review meeting with COUNTY staff and will prepare and submit meeting minutes following the review meeting. CONSULTANT will address COUNTY review comments and produce and submit five copies of the final PER.

Task 3 – Detailed Design

Based on the approved PER, the CONSULTANT shall prepare contract documents to support the construction of the Project. Drawings shall include the latest and appropriate COUNTY standard details, connection details, soil boring, survey information, and required permits. Design shall include plans, specifications, and sequencing to minimize impacts and to accommodate continuous plant operations.

It is understood that the design will be developed to support the selection of a single general contractor on a competitive bid basis and that separate pre-procurement of equipment or materials is not anticipated.

Contract documents shall include plans and specifications complete and biddable for construction, meeting regulatory requirements. In accordance with applicable industry standard of care, 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. Construction plans shall be provided in electronic format using AutoCAD format per

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Pinellas County CADD Standard Manual for Survey & Civil Engineering, using the most current COUNTY standards and formatting at the time of contract execution.

COUNTY standard specifications will be used to the fullest extent possible. Any required sections not covered by COUNTY standard specifications will be prepared by the CONSULTANT.

- A. Geotechnical boring shall be completed per the attached scope of services, to be completed by MC Squared.
- B. A topographic survey will be completed per the attached scope of services, to be completed by ECHO UES.
- C. 60% design will be submitted to the COUNTY for review and comment. CONSULTANT will participate in a review meeting with COUNTY staff and prepare and submit meeting minutes following the meeting.
- D. Based on comments received, plans and specifications will be revised, and a 90% design will be submitted for review and comment. CONSULTANT will participate in a review meeting with COUNTY staff and prepare and submit meeting minutes following the meeting.
- E. Based on comments received, plans and specifications will be revised, and Final Design documents will be submitted for bid purposes.

Task 4 – Permitting

CONSULTANT will provide a signed sealed copy of the application package (as required) for signature and submittal by the COUNTY to the agency. It is understood that any fees required will be paid for directly by the COUNTY. CONSULTANT will attend one pre-application meeting and one review meeting with the agency. CONSULTANT will provide documentation in response to one request-for-information issued by the agency. The CONSULTANT will provide support for the following permits:

- A. Florida Department of Environmental Protection (FDEP) Construction Permit.
- B. FDEP Noticed General Environmental Resource Permit.
- C. Provide selected Contractor assistance to obtain a Pinellas County Building Permit, including provision of up to three sets of signed and sealed drawings and specifications.

Task 5 – Bidding Services

The CONSULTANT shall prepare, with the COUNTY's assistance, the necessary bidding information, bidding forms and addendums.

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The CONSULTANT, following the COUNTY's review of the Construction Documents and of the latest Opinion of Probable Construction Cost, shall be available to assist the COUNTY in obtaining bids, and in preparing and awarding the construction contract and assist conducting pre-bid conferences.

It is understood that the COUNTY will administer the bidding process including responsibilities such as advertisement, reproduction and distribution of bid documents, maintaining a planholders list, scheduling and coordinating a pre-bid meeting, receiving bidder questions, issuing and distributing addenda, and hosting the bid opening.

Services to be provided by CONSULTANT in support of the bid phase include the following:

- A. Prepare Bid Proposal Form with appropriate line items for various categories of work. Provide summary of work in Microsoft Word format and pdf format and bid form items in Microsoft Excel for use in preparation of contract documents. Provide ADOBE PDF format files for the COUNTY to post on the COUNTY's procurement website or selected service provider such as DemandStar.
- B. Provide input for agenda and attend pre-bid meeting.
- C. Provide responses for written bidder inquiries. Prepare and provide addenda responses as required and agreed with the COUNTY's Project Manager including required revisions to construction plans and specifications for the Project.
- D. Evaluate Bids and recommend award.
- E. Prepare two (2) complete sets of conformed documents (plans and specifications) for construction which shall be signed and sealed by the CONSULTANT. Provide to the COUNTY digital format (electronic files in AutoCAD and ADOBE PDF format) for the conformed documents.

Task 6 – Construction Services

CONSULTANT will perform services during the construction phase of the project. By performing these services, CONSULTANT shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. CONSULTANT shall not have authority or responsibility for safety precautions and programs incidental to the Contractor's work or for any failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work. Specific services to be performed by CONSULTANT are as follows. It is anticipated that the construction period will be no more than twelve (12) month's duration from Contractor's NTP through Final Completion. The schedule assume six (6) months of active construction and six (6) months of submittals, procurement and final completion. Services to be provided by CONSULTANT in support of the construction services include the following:

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- A. Pre-construction Meeting – Attend the pre-construction meeting at a date and time selected by COUNTY and at a facility provided by COUNTY. CONSULTANT will develop and distribute a meeting agenda and meeting minutes memorializing the topics discussed at the meeting.
- B. Progress Meetings – CONSULTANT will participate in progress meetings. Budget is included to accommodate up to six (6) CONSULTANT staff attending one (1) progress/coordination meeting per month during the 12 month construction period. Budget is also included for CONSULTANT to develop and disseminate meeting minutes for each meeting.
- C. Shop Drawings – Review shop drawings and material testing within the allotted time identified in the Contract Documents. CONSULTANT will review up to two (2) re-submittals per submittal from the CONTRACTOR as no additional fee. Up to thirty (30) submittals are assumed. Develop and maintain shop drawing log to track submittals.
- D. RFIs/Technical Assistance – Provide responses to request for additional information and CONTRACTOR questions during construction. Up to ten (10) RFIs/ Technical Questions are assumed. Develop and maintain RFI log to track submittals.
- E. Pay Application – Review CONTRACTOR's monthly applications for payment, determine the amounts owed to the CONTRACTOR, and advise the COUNTY of the recommended payments to the Contractor.
- F. Review of Change Orders – CONSULTANT will review up to two (2) change order requests and make recommendations to the COUNTY for acceptance of any change orders.
- G. Quality Assurance Inspection Services – Provide up to eighteen (18) site visits to confirm work is being performed per construction documents for EOR sign off on permit clearance.
- H. Walk Throughs – The CONSULTANT shall conduct a Substantial and Final Completion walk-through for the entire project (all work areas). During the substantial completion walk-through, a punch list will be developed by CONSULTANT. CONSULTANT will conduct a final completion walk-through to confirm that all items have been addressed to achieve final completion.
- I. As-Built Review and Record Documents – Provide As-built certification based on signed and sealed survey by a professional land surveyor furnished by the CONTRACTOR. Upon completion of the project, CONSULTANT will revise the construction contract drawings to conform to the construction records, as set forth in the as-built survey and as-built mark-ups received from the CONTRACTOR. CONSULTANT will submit to COUNTY one set of originals and electronic files in Adobe PDF format.

J. Permit Clearance – Prepare necessary FDEP permit clearances.

Task 7 – Owner’s Contingency

A. Owner’s Contingency – General contingency for any additional items requested by the COUNTY.

DELIVERABLES

Project Deliverables will be as follows:

1. Kickoff meeting summary.
2. Preliminary PER for COUNTY review and comment, digital format and up to five (5) hard copies.
3. Final digital format and signed and sealed PER, up to five (5) hard copies.
4. 60% and 90% Design Plans and Specifications for COUNTY review and comment, digital format and up to five (5) hard copies.
5. Final digital format and signed and sealed design documents up to five (5) hard copies.
6. Engineer’s Estimate of Probable Construction Cost at PER, 60%, 90% and Final Completion.
7. FDEP Permit Applications
8. Up to three (3) bidding addenda
9. Issued for Bid – one (1) electronic PDF
10. Preconstruction meeting minutes
11. Progress meeting minutes
12. Conformed Documents – two (2) half size sets of drawings and specifications hardcopies, one (1) electronic PDF, and AutoCAD files
13. Signed and Sealed FDEP Permit Clearance Submittal
14. Two (2) sets of Signed and Sealed 24” x 36” bound Record Drawings, one (1) electronic PDF, and AutoCAD files

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Section 2

PERFORMANCE SCHEDULE

The schedule from Notice to Proceed (NTP) to final completion is shown below. CONSULTANT shall provide a Microsoft Project Schedule with updates to be included with each monthly invoice submittal.

<u>Milestone</u>	<u>Duration from NTP</u>
Project Management	26 Months
Data Collection and Preliminary Engineering Report	4 Months
Detailed Design	8 Months
Permitting	10 Months
Bidding Services	14 Months
Construction Services	26 Months

Section 3

COMPENSATION TO THE CONSULTANT

For the Scope of Services described in this work assignment, CONSULTANT shall be compensated a Lump Sum of \$399,439.95 with an owner's contingency of \$50,000 in accordance with the terms of the agreement as outlined in the schedule of compensation. Compensation shall be as outlined in Section 7 of the Agreement including a PlanTrax® spreadsheet.

Engineering Services (Lump Sum)		
Task	Description	Total
1	Project Management	\$16,990.00
2	Data Collection and Preliminary Engineering Report	\$39,895.02
3	Detailed Design	\$208,083.31
4	Permitting	\$8,670.00
5	Bidding Services	\$15,051.82
6	Construction Services	\$110,749.80
	TOTAL:	\$399,439.95
7	Owner's Contingency	\$50,000.00
	TOTAL:	\$449,439.95

**W.E. Dunn Water Reclamation Facility Electrical Improvements
Pinellas County
1/14/2019**

TASK DESCRIPTION	Principal Engineer		Project Manager		Project Engineer I		Sr. CADD Designer		Project Manager Assistant		Administrator II		Subtotal Cost	Subtotal Hours	Hourly Rate
	Rate =	\$220	Rate =	\$180	Rate =	\$120	Rate =	\$130	Rate =	\$75	Rate =	\$65			
	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost	HOURS	Cost			
TASK 1 - Project Management	0	\$0	61	\$10,980	17	\$2,040	0	\$0	0	\$0	18	\$1,170	\$14,190	96	\$147.81
A - Project Management and Schedule Tracking		\$0	27	\$4,860		\$0		\$0		\$0	18	\$1,170	\$6,030	45	\$134.00
B - Kickoff Meeting		\$0	4	\$720		\$960		\$0		\$0		\$0	\$1,680	12	\$140.00
C - Review Meetings with County		\$0	12	\$2,160		\$1,080		\$0		\$0		\$0	\$3,240	21	\$154.29
D - Monthly Invoices and PlanTrax		\$0	18	\$3,240		\$0		\$0		\$0		\$0	\$3,240	18	\$180.00
TASK 2 - Data Collection and Preliminary Engineering Report	0	\$0	40	\$7,200	80	\$9,600	20	\$2,600	0	\$0	0	\$0	\$19,400	140	\$138.57
A - Data Collection and Coordination		\$0	20	\$3,600	40	\$4,800		\$0		\$0		\$0	\$8,400	60	\$140.00
B - Preliminary Engineering Report		\$0	20	\$3,600	40	\$4,800	20	\$2,600		\$0		\$0	\$11,000	80	\$137.50
TASK 3 - Detailed Design	24	\$5,280	96	\$17,280	176	\$21,120	140	\$18,200	18	\$1,350	0	\$0	\$63,230	454	\$139.27
A - Geotechnical Investigation and Evaluation		\$0	8	\$1,440	8	\$960		\$0		\$0		\$0	\$2,400	16	\$150.00
B - Topographic Survey		\$0	8	\$1,440	8	\$960		\$0		\$0		\$0	\$2,400	16	\$150.00
C - 60% Design Documents and OPCC	12	\$2,640	40	\$7,200	80	\$9,600	80	\$10,400	6	\$450		\$0	\$30,290	218	\$138.94
D - 90% Design Documents and OPCC	8	\$1,760	30	\$5,400	60	\$7,200	40	\$5,200	6	\$450		\$0	\$20,010	144	\$138.96
E - 100% Design Documents and OPCC	4	\$880	10	\$1,800	20	\$2,400	20	\$2,600	6	\$450		\$0	\$8,130	60	\$135.50
TASK 4 - Permitting	3	\$660	22	\$3,960	30	\$3,600	0	\$0	6	\$450	0	\$0	\$8,670	61	\$142.13
A - FDEP General Construction Permit	1	\$220	8	\$1,440	12	\$1,440		\$0	2	\$150		\$0	\$3,250	23	\$141.30
B - FDEP Noticed General Permit	1	\$220	8	\$1,440	12	\$1,440		\$0	2	\$150		\$0	\$3,250	23	\$141.30
C - Pinellas County Building Permit	1	\$220	6	\$1,080	6	\$720		\$0	2	\$150		\$0	\$2,170	15	\$144.67
TASK 5 - Bidding	0	\$0	28	\$5,040	38	\$4,560	18	\$2,340	12	\$900	0	\$0	\$12,840	96	\$133.75
A - Bid Documents		\$0	6	\$1,080	12	\$1,440	8	\$1,040	6	\$450		\$0	\$4,010	32	\$125.31
B - Pre Bid Meeting		\$0	6	\$1,080		\$0		\$0		\$0		\$0	\$1,080	6	\$180.00
C - Addenda		\$0	4	\$720	8	\$960	2	\$260		\$0		\$0	\$1,940	14	\$138.57
D - Award Recommendation and Award Recommendation		\$0	6	\$1,080	6	\$720		\$0		\$0		\$0	\$1,800	12	\$150.00
E - Conformed Documents		\$0	6	\$1,080	12	\$1,440	8	\$1,040	6	\$450		\$0	\$4,010	32	\$125.31
TASK 6 - Construction Phase	16	\$3,520	172	\$30,960	288	\$34,560	24	\$3,120	30	\$2,250	0	\$0	\$74,410	530	\$140.40
A - Pre Construction Conference		\$0	6	\$1,080	6	\$720		\$0		\$0		\$0	\$1,800	12	\$150.00
B - Progress Meetings		\$0	24	\$4,320		\$0		\$0		\$0		\$0	\$4,320	24	\$180.00
C - Shop Drawing Review and Procurement	6	\$1,320	40	\$7,200	80	\$9,600		\$0	20	\$1,500		\$0	\$19,620	146	\$134.38
D - Requests for Information	4	\$880	20	\$3,600	40	\$4,800		\$0	10	\$750		\$0	\$10,030	74	\$135.54
E - Pay Application		\$0	6	\$1,080	6	\$720		\$0		\$0		\$0	\$1,800	12	\$150.00
F - Change Orders		\$0	8	\$1,440	4	\$480		\$0		\$0		\$0	\$1,920	12	\$160.00
G - Quality Assurance Inspection/Services		\$0	40	\$7,200	108	\$12,960		\$0		\$0		\$0	\$20,160	148	\$136.22
H - Walk Throughs		\$0	8	\$1,440	12	\$1,440		\$0		\$0		\$0	\$2,880	20	\$144.00
I - Record Drawings	6	\$1,320	12	\$2,160	20	\$2,400	24	\$3,120		\$0		\$0	\$9,000	62	\$145.16
H - Permit Clearances		\$0	8	\$1,440	12	\$1,440		\$0		\$0		\$0	\$2,880	20	\$144.00
BUDGET TOTALS	43	\$9,460	419	\$75,420	629	\$75,480	202	\$26,260	66	\$4,950	18	\$1,170	\$192,740	1377	
Percent Breakdown	5%		39%		39%		14%		3%		1%			100%	

EMI Consulting Specialties	Wekiva Engineering	MC Squared	ECHO UES	Sub Consultant	TOTAL TASK COST
Cost	Cost	Cost	Cost	Cost	
\$ 2,800.00	\$ -	\$ -	\$ -	\$2,800.00	\$16,990.00
\$840.00				\$840.00	\$6,870.00
\$840.00				\$840.00	\$2,520.00
\$1,120.00				\$1,120.00	\$4,360.00
				\$0.00	\$3,240.00
\$ 19,760.00	\$ 735.02	\$ -	\$ -	\$20,495.02	\$39,895.02
\$8,960.00				\$8,960.00	\$17,360.00
\$10,800.00	\$735.02			\$11,535.02	\$22,535.02
\$ 51,720.00	\$ 9,904.18	\$ 14,414.10	\$ 68,815.03	\$144,853.31	\$208,083.31
		\$14,414.10		\$14,414.10	\$16,814.10
			\$68,815.03	\$68,815.03	\$71,215.03
\$34,488.00	\$5,942.51			\$40,430.51	\$70,720.51
\$12,924.00	\$2,971.25			\$15,895.25	\$35,905.25
\$4,308.00	\$990.42			\$5,298.42	\$13,428.42
\$ -	\$ -	\$ -	\$ -	\$0.00	\$8,670.00
				\$0.00	\$3,250.00
				\$0.00	\$3,250.00
				\$0.00	\$2,170.00
\$ 1,820.00	\$ 391.82	\$ -	\$ -	\$2,211.82	\$15,051.82
\$200.00				\$200.00	\$4,210.00
\$1,620.00	\$391.82			\$2,011.82	\$3,091.82
				\$0.00	\$1,940.00
				\$0.00	\$1,800.00
				\$0.00	\$4,010.00
\$ 32,250.00	\$ 4,089.80	\$ -	\$ -	\$36,339.80	\$110,749.80
\$2,400.00				\$2,400.00	\$4,200.00
				\$0.00	\$4,320.00
\$8,100.00	\$817.96			\$8,917.96	\$28,537.96
				\$0.00	\$10,030.00
				\$0.00	\$1,800.00
				\$0.00	\$1,920.00
\$17,280.00	\$1,635.92			\$18,915.92	\$39,075.92
\$1,620.00	\$817.96			\$2,437.96	\$5,317.96
\$2,040.00	\$817.96			\$2,857.96	\$11,857.96
\$810.00				\$810.00	\$3,690.00
\$108,350.00	\$15,120.82	\$14,414.10	\$68,815.03	\$206,700	\$399,440

TOTAL SUM FEE COMPUTATIONS	BUDGET
REI Labor	\$192,740.00
Other Direct Costs (ODCs)	\$0.00
Subconsultants	\$206,699.95
Total Lump Sum Fee	\$399,439.95
Owner Allowance	\$50,000.00
Total Fee	\$449,439.95

EMI Consulting Specialties, Inc.

5742 River Bed Rd
 Groveland, Fl 34736
 (352) 460-4034
 (352) 460-4036 (Fax)

Fee Estimate

DATE	ESTIMATE NO.
12/28/2018	1837

CLIENTS NAME / ADDRESS
REISS ENGINEERING, INC 1016 Spring Villas Pt., Suite 2000 Winter Springs, FL 32708

PROJECT
Pinellas WE Dunn WWTP

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
Administrative Engineering	Task I (Design) General administration	56	50.00	2,800.00
	Design related to the improvements to the existing power distribution system. Elements to include the following: Two (2) generators operating in parallel with base mounted fuel tanks and factory pre-wired walk-in type enclosures. Replacement of the east and west MCC line ups New power distribution system will reach the east MCC, west MCC, two (2) reclaimed pump stations, one maintenance building. One (1) 20x30 switchgear building Conduit systems with ductbanks and pullboxes Add generator receptacle to administration building for portable generator Rehab of existing two (2) generator buildings, demolition of the fuel storage	160	135.00	21,600.00
Site Visit	Ten (10) site visits for data gathering, site investigation, photos, field notes etc.	80	85.00	6,800.00
Engineering	Design related to the interfacing of generator switchgear to SCADA system and controls related to the MCC replacements. Elements to include the following: SCADA system modification to interface the switchgear and generators and power system monitoring with the existing SCADA system. Control signals related to the MCC replacements	60	135.00	8,100.00
Meetings	Meetings at 30%, 60% 90% and 100%	16	135.00	2,160.00
Engineering	Design related to the HVAC of the two electrical MCC rooms, switchgear building	20	135.00	2,700.00
Design (CADD)	Design, drafting (CADD), & in-office plotting for EMI	240	85.00	20,400.00
			TOTAL	

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CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	review and coordination. Drawing List: E01 ABBREVIATIONS E02 SYMBOLS E03 OVERALL SITE PLAN E04 PARTIAL SITE PLAN 1 E05 PARTIAL SITE PLAN 2 E06 PARTIAL SITE PLAN 3 E07 PARTIAL SITE PLAN 4 E08 480-VOLT POWER RISER E09 SWITCHGEAR FRONT VIEWS E10 EAST MCC SINGLE LINE E11 WEST MCC SINGLE LINE E12 MCC FRONT VIEWS E13 MCC CONTROL DIAGRAMS 1 E14 MCC CONTROL DIAGRAMS 2 E15 MISCELLANEOUS DIAGRAMS E16 GENERATOR/FUEL DEMOLITION PLAN E17 MCC ROOM DEMOLITION PLANS E18 SWITCHGEAR BUILDING LIGHTING & POWER PLANS E17 GENERATOR COMPOUND PLAN E18 EAST MCC ROOM PLAN E19 WEST MCC ROOM PLAN E20 RECLAIMED PUMP STATION ELECTRICAL ROOM PLAN E21 MISCELLANEOUS PLANS E22 FIRE ALARM RISER E23 FIRE ALARM PLANS E24 DUCTBANK SECTIONS 1 E25 DUCTBANK SECTIONS 2			
			TOTAL	

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PROJECT
Pinellas WE Dunn WWTP

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	E26 DUCTBANK SECTIONS 3 E27 DETAILS E28 DETAILS E29 DETAILS I01 SYMBOLS I02 SCADA BLOCK DIAGRAM I03 GENERATOR/SWITCHGEAR P&ID I04 DETAILS V1 SYMBOLS V2 SCHEDULES & DETAILS V3 SWITCHGEAR PLAN V4 MCC ROOM PLANS			
			TOTAL	

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PROJECT
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CATEGORY	DESCRIPTION	HRS	COST	TOTAL
Specification	Create or edit and compile design specifications. 16010 Electrical – General Provisions 16015 Electrical Systems Analysis 16040 Electrical Identification 16050 Basic Electrical Materials and Methods 16108 Miscellaneous Equipment 16110 Raceways, Boxes and Fittings 16120 Wires and Cables – 600 Volt and Less 16160 Panelboards 16190 Supporting Devices 16292 Low-Voltage Power Meters 16325 480-Volt Switchgear 16370 Variable Frequency Drives (VFD) – Up to 477A (400 HP) 16402 Underground System 16450 Grounding System 16483 Lift Stations Process Instrumentation and Control 16490 Solid-State Reduced Voltage Starter (SSRVS) 16500 Lighting System 16621 Standby Diesel Generator Set 16670 Lightning Protection System (LPS) 16709 Protectors and Surge Protection Devices (SPDs) 16903 Removal of Existing Equipment 16950 Electrical Testing 16921 480-Volt Motor Control Centers 15800 HVAC	60	135.00	8,100.00
Cost Estimate	Prepare opinion of cost for EMI design. SUBTOTAL Task II (Bidding)	12	135.00	1,620.00 74,280.00
Administrative	General clerical, filing, invoicing, correspondence, etc.	4	50.00	200.00
			TOTAL	

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CATEGORY	DESCRIPTION	HRS	COST	TOTAL
Addendum	Create bidding addendum related to EMIs design.	12	135.00	1,620.00
	SUBTOTAL			1,820.00
	Task III (Construction)			
Administrative	General clerical, filing, invoicing, correspondence, etc.	48	50.00	2,400.00
Shop Drawing	Review and process shop drawings.	60	135.00	8,100.00
Site Visit	Sixteen (16) site visits during construction, construction progress meetings	128	135.00	17,280.00
Design (CADD)	Record drawings	24	85.00	2,040.00
Permitting	Sign and seal , response to Building Department	6	135.00	810.00
Punch List	Site visits to compile and reinspect final punch list.	12	135.00	1,620.00
	SUBTOTAL			32,250.00
			TOTAL	

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12/28/2018	1837

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PROJECT
Pinellas WE Dunn WWTP

CATEGORY	DESCRIPTION	HRS	COST	TOTAL
	Deliverables: Deliverables: Digital drawings and specification per EMI format Digital copy of shop drawing review comments Digital copy of final punch list Exclusions: Civil Land Surveys Radio Surveys Security Systems Telephone Systems Video Systems Intercom Systems LEED Certifications Production Plotting All Permit sets Assumptions: One person from Reiss will be assigned to direct EMI's work. Base files provided by Reiss, Reiss will assist in drawing setups			
			TOTAL	\$108,350.00



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva Project Number: 18-346

December 21, 2018

Mr. Weston Haggen, P.E.
Reiss Engineering, Inc.
3507 East Frontage Road, Suite 180
Tampa, FL 33607

Re: Proposal for Structural Engineering and Ancillary Architectural Services
W.E. Dunn WRF Electrical Improvements
Pinellas County, Florida

Dear Mr. Haggen,

Wekiva Engineering, LLC (Wekiva) is pleased to submit this proposal to provide structural engineering services to Reiss Engineering, Inc. (Reiss) for the above referenced project. It is our understanding that the design will entail a new 20ft x 30ft masonry electrical building and modifications to two existing masonry structures. These modifications may include the addition of doors, removal of louvers/doors and the addition of masonry infill, etc. Additionally, there is expected to be foundation slabs for two proposed generators.

SCOPE OF SERVICES

Wekiva proposes the following work task:

Task 1: Preliminary Design Report: Wekiva staff will assist Reiss in the preparation of a preliminary design report which will include minimum design criteria for the improvements along with an opinion of probable cost of construction. We will also provide a cursory sketch of the proposed building or other details where applicable.

Task 2: Prepare Drawings and Specifications (60%, 90%, 100%, Bid Submittals): Wekiva staff will prepare drawings and specifications for the improvements. It is anticipated that there will be approximately 6 drawings and standard division 3, 4, 5, 7, 8, and 9 specifications.

Task 3: Bidding Phase Services: Wekiva staff will assist Reiss during the bidding phase by answering any questions provided by Contractors. We will reissue drawings or specifications as needed. We will also prepare conformed drawings.

Task 4: Construction Phase Services: Wekiva staff will review shop drawings and answer RFI's. We will perform two (2) site visits during construction to view the construction progress. One site visit will be performed at the substantial completion milestone to provide a punchlist for items to be addressed by the Contractor. Wekiva will also prepare record drawings based on Contractor supplied markups of the conformed drawings.

COST AND SCHEDULE

Wekiva proposes to undertake the work described above on a lump sum fixed fee basis for a price of **\$15,120.82**, where the fee associated with each task is outlined in the attached Table 1.



711 N Orange Ave, Suite A
Winter Park, FL 32789
Phone: (321) 972-4989

Wekiva will begin work immediately upon your notice to proceed. We will issue monthly invoices for the work accomplished during the calendar month. We appreciate the opportunity to submit this proposal to Reiss and we look forward to a successful collaboration on this project. If you have any questions or need further information, please call.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Sobczak', followed by a period.

John Sobczak, P.E.
Member

Table 1 - Engineering Services Fee

Structural Engineering Services
W.E. Dunn WRF Electrical Improvements
Pinellas County, Florida
December, 2018

<i>Task No</i>	<i>Task Description</i>	<i>Man-hours By Category</i>					<i>Totals</i>	
		<i>Principal</i>	<i>Project Engineer</i>	<i>Engineer</i>	<i>Designer</i>	<i>Clerical</i>	<i>Hrs</i>	<i>Cost</i>
		\$185.90	\$137.28	\$108.68	\$68.64	\$51.48		
1	<i>PDR</i>							
	<i>Total Cost for Task 1</i>	1	2	0	4	0	7	\$ 735.02
2	<i>Prepare Drawings and Specs</i>							
	<i>Total Cost for Task 2</i>	7	20	25	45	1	98	\$ 9,904.18
3	<i>Bidding</i>							
	<i>Total Cost for Task 3</i>	1	1	0	1	0	3	\$ 391.82
4	<i>Construction</i>							
	<i>Total Cost for Task 4</i>	2	9	20	3	2	36	\$ 4,089.80
	<i>Total Project Cost</i>						\$ 15,120.82	



December 27, 2018

Mr. Weston T. Haggen, PE
Reiss Engineering, Inc.
3507 East Frontage Road, Ste. 180
Tampa, Florida 33607

Subject: Proposal for Geotechnical Engineering Services
W.E. Dunn Water Reclamation Facility Electrical Improvements
Palm Harbor, Pinellas County, Florida
MC² Proposal Number T101806.220_G

Dear Mr. Haggen:

MC Squared, Inc. (MC²) is pleased to present this proposal to perform the requested geotechnical engineering services for the proposed improvements associated with the above referenced project. The project site is located at the William E. Dunn Water Reclamation Facility (WRF) in Palm Harbor, Pinellas County, Florida. This proposal outlines the services we propose to offer on this project, as well as the associated fee and estimated schedule that will apply.

PROJECT AND SITE INFORMATION

Project information has been provided by Mr. Weston T. Haggen, PE of **Reiss Engineering, Inc. (Reiss)** through e-mailed communications dated December 21, 2018. We were provided with a Request for Qualifications (RFQ), which included project details and a layout of the proposed improvements (Figure 1). A 20-ft. by 30-ft. electrical building and two (2) large generator pads are proposed.

Figure 1: Site Plan Within Provided RFQ



PROPOSED SCOPE OF SERVICES

Our proposed scope of services would consist of the following components:

1. Conducting a site reconnaissance to determine if there might be any access issues for our soil drilling equipment and personnel.
2. Reviewing the USDA Soil Survey for Pinellas County and the USGS topographic maps.
3. Reviewing any readily available documents, including previous geotechnical reports, pertaining to the project site and its previous land use.
4. Staking boring locations approved by **Reiss** by taping distances from site boundaries and/or identified reference points.
5. Locating existing utilities – we do recommend using a private utility locator service for locating and marking utilities where the fieldwork will be performed. The daily rate for this service is \$1,800.00. Alternatively, we request that **Reiss** provide locations of any existing utilities and our responsibility would then be limited to calling Sunshine 811 services.
6. Performing Standard Penetration Test Borings (SPT) within/near the proposed building and slab footprints. The borings would be initially advanced to a depth of 4 feet with a hand auger (HA) to check for utilities that might not have been previously located.
 - Two (2) SPT borings would be drilled, each to a depth of approximately 25-ft. below the existing ground surface (bgs), at/near the provided location within the proposed 20-ft. by 30-ft. building footprint.
 - Two (2) SPT borings would be drilled, each to a depth of approximately 25-ft. bgs, one at each large generator pad locations.
 - The total estimated drilling footage would therefore be 100.
7. Visually examining all recovered soil samples in the laboratory. We would perform laboratory tests on selected representative samples to develop the soil legend for the project using the Unified Soil Classification System (USCS), as appropriate. The laboratory testing would likely include percent passing the No. 200 sieve, Atterberg Limit, organic content, and natural moisture content determination on selected, representative samples.

The information and data gathered from our field and laboratory tasks would be presented in our report and would include the following:

1. General assessment of area geology based on our experience, study of geological literature and boring information.
2. General suitability of materials within the site for use as engineered fills and general backfill.
3. General location and description of potentially deleterious materials encountered in the borings, which might interfere with the proposed design, construction progress or

performance of the improvements, including existing fills, buried debris, or surficial/subsurface organics.

4. Critical design and/or construction considerations based on the soil, rock and groundwater conditions developed from the borings.
5. Groundwater levels in the borings, if encountered, and estimate of seasonal high groundwater level.
6. Shallow foundation recommendations, including allowable soil bearing pressures and estimate of total and differential settlements.
7. Recommended soil subgrade preparation procedures, including site preparation and compaction.

The field exploration would be performed by one of our qualified engineers or staff geologists. The geotechnical report will be prepared under the supervision of one of our State of Florida licensed geotechnical engineers.

ESTIMATED SCHEDULE

We anticipate that we would begin our field services within five (5) to ten (10) business days of receiving written authorization to proceed and receipt of utility clearances, and any special security clearance, if required. The drilling/fieldwork should be completed in 1 working day, barring no setbacks such as inclement weather. Laboratory testing is expected to take up to six (6) business days to complete. We estimate that we would complete and issue an electronic version of our report approximately two (2) to three (3) weeks after completion of the laboratory testing. A final report would be submitted within one (1) week after receipt of one (1) round of coordinated review comments by the design team. Three (3) hard copies of the final report could be submitted, if requested, along with an electronic copy.

ESTIMATED FEE

MC² would provide the above scope of services for an estimated fee of **\$14,414.10** in accordance with **Attachment A**.

EXCLUSIONS

This proposal does not include any environmental services. In addition, this proposal does not address any issues related to sinkholes. If we encounter, during our field explorations, conditions that warrant sinkhole assessment, then we will notify you accordingly and prepare a budgetary estimate for the additional services for your review and approval.

Attachment A
SCHEDULE OF SERVICES AND FEES
W.E. Dunn Water Reclamation Facility Electrical Improvements
Palm Harbor, Pinellas County, Florida
MC² Proposal No.T101806.220_G

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Rate</u>	<u>Total Fees</u>
<u>I. FIELD EXPLORATION</u>				
1. Mobilization of Men & Equipment - Truck Mounted Equipment	1	Each	\$ 337.50	\$ 337.50
2. Support Vehicle	3	Trip	\$ 197.00	\$ 591.00
3. Standard Penetration Test (SPT) borings Structure Borings (4 at 25 feet) 0 to 50 Feet Deep	100	L. F.	\$ 13.95	\$ 1,395.00
4. Casing Allowance (if required, zero LF assumed) 0 to 50 Feet Deep	0	L. F.	\$ 9.50	\$ 0.00
5. Seal Boreholes with Grout 0 to 50 Feet Deep	100	L. F.	\$ 6.08	\$ 608.00
6. Extra Split Spoon Samples (if required, zero assumed)	0	Each	\$ 39.00	\$ 0.00
7. Boring stakeout/clear utilities/log borings (Eng. Tech.)	18	Hour	\$ 67.00	\$ 1,206.00
8. Perform hand auger borings (if required, zero assumed)	0	L.F.	\$ 11.00	\$ 0.00
9. Drilling Permits (if required, zero assumed)	0	Each	\$ 50.00	\$ 0.00
SUBTOTAL FIELD EXPLORATION				\$ 4,137.50
<u>II. LABORATORY TESTING</u>				
1. Visual Examination/Stratify Per Set (1 Set = 5 feet)	20	Each	\$ 6.38	\$ 127.60
2. Natural Moisture Content Tests	8	Each	\$ 9.35	\$ 74.80
3. Grain Size Analysis: Full Gradation	0	Each	\$ 72.00	\$ 0.00
4. Grain Size Analysis: Single Sieve	8	Each	\$ 65.00	\$ 520.00
5. Organic Content Tests	4	Each	\$ 47.00	\$ 188.00
6. Atterberg Limit Tests	5	Each	\$ 127.00	\$ 635.00
7. Atterberg Limit Tests: Liquid Limit Only	0	Each	\$ 74.00	\$ 0.00
8. Atterberg Limit Tests: Plastic Limit Only	0	Each	\$ 53.00	\$ 0.00
SUBTOTAL LABORATORY TESTING				\$ 1,545.40
<u>III. ENGINEERING SERVICES</u>				
1. Principal	2	Hour	\$ 210.00	\$ 420.00
2. Project Manager	8	Hour	\$ 172.00	\$ 1,376.00
3. Project Engineer	8	Hour	\$ 175.00	\$ 1,400.00
4. Project Engineer III	12	Hour	\$ 121.00	\$ 1,452.00
5. Engineer	24	Hour	\$ 102.00	\$ 2,448.00
6. Engineering Technician	8	Hour	\$ 67.00	\$ 536.00
7. CADD Technician	8	Hour	\$ 77.90	\$ 623.20
8. Office Manager	8	Hour	\$ 59.50	\$ 476.00
SUBTOTAL ENGINEERING SERVICES				\$ 8,731.20
TOTAL SERVICES				\$ 14,414.10
<u>IV. RECOMMENDED SERVICES</u>				
1. Recommended Private Utility Locate Services (if requested)	1	Day	\$ 1,800.00	\$ 1,800.00

Notes:

1. Assumes permits will not be required to perform the scope of work. Permit charges (if incurred) will be charged at cost + 10%.
3. Recommended locate services, if required, will be performed at the unit rates shown.
4. If the borings need to be extended beyond the proposed depth based on field conditions, the additional costs will be invoiced at the quoted rate per foot.
5. Additional borings and testing, if required, will be based on the unit rates shown above. Additional mobilization and support vehicle charges may also apply. Only performed lab testing will be charged.

ECHO UES, Inc.
PROFESSIONAL SERVICES ESTIMATE



CLIENT:	Reiss	PROJ. #	
PROJECT:	W.E. Dunn WRF Electrical Improvements; Pinellas County Contract No. 189-0014-NC (SS)	PHASE. #	Approx. 12ac w/4ac of tanks and bldgs
LOCATION:			

Subsurface Utility Engineering & Survey

FIELD WORK ITEMS	DAYS	HRS/DAY	# OF HOURS	\$/h RATE	SUB.TOT	NOTES
2-men utility designating crew, inclusive of truck, equipment, supplies and fuel	14	10	140	\$164.78	\$23,069.20	Designate utilities within limits of topo survey; approx. 0.5ac/day (excluding approx. 4ac of tanks and buildings)
3-men utility locating crew, inclusive of truck, equipment, supplies and fuel	5	10	50	\$208.84	\$10,442.00	Perform up to 28 test holes at potential utility conflicts as identified by the EOR. Perform up to 14 test holes in aid of utility designating if/when needed.
2-men survey crew, inclusive of truck, equipment, supplies and fuel	16	10	160	\$126.86	\$20,297.60	Recover existing control based on survey from 2009 (NAVD88 and NAD83 (1990)) as per Arcadis as-built drawings from 2015 and densify control as needed to support the survey effort (tot. of 2 days). Perform topographical survey of project limits, to include survey of utilities. Tanks and buildings not included, ie only outer footprint (tot. of 12 days). 2 additional days for survey of test holes with a 2nd mobilization.
3-men survey crew, inclusive of truck, equipment, supplies and fuel	0	0	0	\$170.93	\$0.00	
4-men survey crew, inclusive of truck, equipment, supplies and fuel	0	0	0	\$214.99	\$0.00	

FIELD SUB.TOT = \$53,808.80

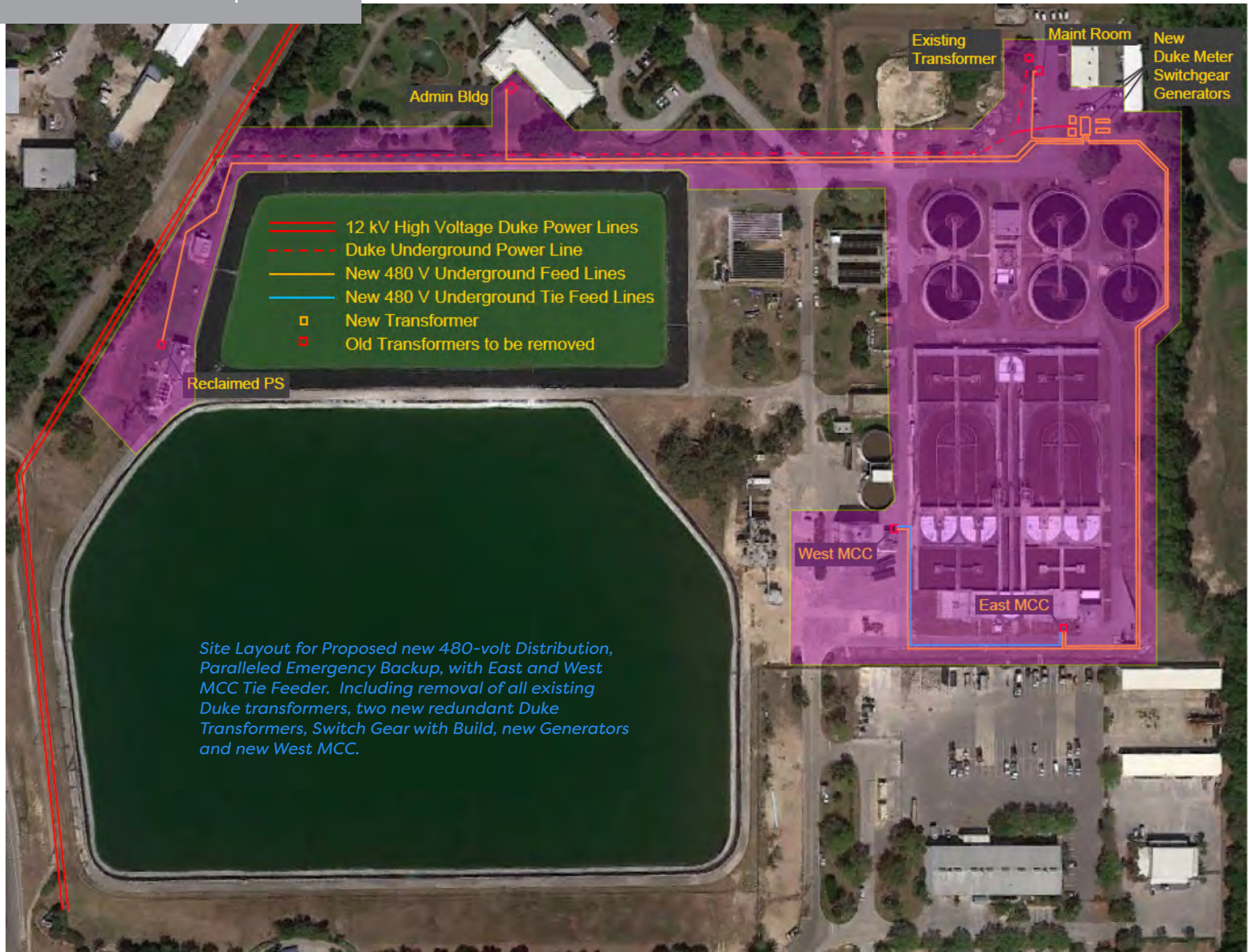
OFFICE WORK ITEMS			# OF HOURS	\$/h RATE	SUB.TOT	NOTES
Project Manager			17.5	\$166.54	\$2,914.45	Lead, oversight, liaison and coordination, QC.
SUR Principal Surveyor			16	\$166.54	\$2,664.64	Lead of survey effort and QC
SUR Surveyor			32	\$121.99	\$3,903.68	Processing of survey data
CADD/Computer Technician			64	\$80.54	\$5,154.56	CADD production and deliverables
SUR Project Manager Assistant			5	\$73.78	\$368.90	Administration, set up, invoicing

OFFICE SUB.TOT = \$15,006.23

TOTAL =	\$68,815.03
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Prepared By: CP **Date:** December 28, 2018

All services to be provided in accordance with ECHO UES, Inc. relative proposal, terms and conditions.



Site Layout for Proposed new 480-volt Distribution, Paralleled Emergency Backup, with East and West MCC Tie Feeder. Including removal of all existing Duke transformers, two new redundant Duke Transformers, Switch Gear with Build, new Generators and new West MCC.



Reiss Engineering, Inc. (Prime)

Rate Sheet for
Pinellas County Professional Services – RFP 189-0014-NC (SS)

Classification	
Hourly Rates: Engineering Services	Hourly Rate
Principal	\$237.50
Principal Engineer	\$220.00
Project Manager	\$180.00
Project Engineer II	\$130.00
Project Engineer I	\$120.00
Sr. CADD Designer	\$130.00
Project Manager Assistant	\$75.00
Administrator II	\$65.00

Billing rates represent the fully burdened hourly rates by employee classification including all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be invoiced in accordance with Florida Statutes.



Exhibit B

EMI Consulting Specialties, Inc. (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – RFP 189-0014-NC (SS)

Classification	
Hourly Rates: Engineering Services	Hourly Rate
Principal Engineer	\$190.00
Project Manager	\$135.00
Project Engineer	\$100.00
CADD Designer	\$85.00
Administrator	\$50.00



Wekiva Engineering, LLC (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – RFP 189-0014-NC (SS)

Classification	
Hourly Rates: Engineering Services	Hourly Rate
Principal	\$185.90
Project Manager	\$137.28
Engineer	\$108.68
Designer	\$68.64
Clerical	\$51.48

**MC Squared, Inc. (Subconsultant)****Rate Sheet for
Pinellas County Professional Services – RFP 189-0014-NC (SS)**

Classification	
Hourly Rates: Engineering and Technical Services	Hourly Rate
Principal	\$210.00
Project Manager	\$172.00
Principal Engineer	\$175.00
Project Engineer III	\$121.00
Engineer	\$102.00
Engineering Technician	\$67.00
CADD Technician	\$77.90
Office Manager	\$59.50
Unit Rates: Field Exploration Services	Cost Per Unit
Mobilization of Men and Equipment - Truck Mounted Equipment	\$337.50
Truck Mounted Equipment Standard Penetration Test (SPT) Borings: 0 - 50 feet	\$13.95
Extra Split Spoon Samples: 0 - 50 feet	\$39.00
Auger Borings: 0 - 50 feet	\$11.00
Drilling Permits if required	\$50.00
Unit Rates: Laboratory Testing Services	Cost Per Unit
Visual Examination/Stratify Per Set (1 Set = 5 feet)	\$6.38
Natural Moisture Content Tests	\$9.35
Grain Size Analysis: Full Gradation	\$72.00
Grain Size Analysis: Single Sieve	\$65.00
Organic Content Tests	\$47.00
Atterberg Limit Tests	\$127.00
Atterberg Limit Tests: Liquid Limit Only	\$74.00
Atterberg Limit Tests: Plastic Limit Only	\$53.00



Exhibit B

ECHO UES, Inc. (Subconsultant)

Rate Sheet for
Pinellas County Professional Services – RFP 189-0014-NC (SS)

Classification	
Hourly Rates: Subsurface Utility Engineering	Hourly Rate
Project Manager	\$166.54
SUR Principal Surveyor	\$166.54
SUR Surveyor	\$121.99
CADD/Computer Technician	\$80.54
SUR Project Manager Assistant	\$73.78
Hourly Rates: Field Surveying	Hourly Rate
2-men utility designating crew, inclusive of truck, equipment, supplies and fuel	\$164.78
3-men utility locating crew, inclusive of truck, equipment, supplies and fuel	\$208.84
2-men survey crew, inclusive of truck, equipment, supplies and fuel	\$126.86
3-men survey crew, inclusive of truck, equipment, supplies and fuel	\$170.93
4-men survey crew, inclusive of truck, equipment, supplies and fuel	\$214.99

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

1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to award.
- b) Consultant shall email certificate that is compliant with the insurance requirements to sstele@pinellascounty.org. If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include Pinellas County Board of County Commissioners as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
 - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756**; be sure to include your organization's unique identifier, which will be provided upon notice of award. 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, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.
- g) If subcontracting is allowed under this RFP, the Prime 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 subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

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

- (1) All subcontracts between Consultant and its subcontractors 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 Consultant to the same extent 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 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 waiver of subrogation in favor of the County and other insurance terms and/or conditions as outlined below; (6) assign all warranties directly to the County; and (7) identify the County as an intended third-party beneficiary of the subcontract. 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.
- h) Each insurance policy and/or certificate shall include the following terms and/or conditions:
- (1) The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County. If Consultant is a Joint Venture per Section A. titled Joint Venture of this RFP, Certificate of Insurance and Named Insured must show Joint Venture Legal Entity name and the Joint Venture must comply with the requirements of Section C with regard to limits, terms and conditions, including completed operations coverage.
 - (2) Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Contractor.
 - (3) The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
 - (4) The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County or any such future coverage, or to County's Self-Insured Retentions of whatever nature.
 - (5) All policies shall be written on a primary, non-contributory basis.
 - (6) Any Certificate(s) of Insurance evidencing coverage provided by a leasing company for either workers compensation or commercial general liability shall have a list of covered employees certified by the leasing company attached to the Certificate(s) of Insurance. The County shall have the right, but not the obligation to determine that the Consultant is only using employees named on such list to perform work for the County. Should employees not named be utilized by Consultant, the County, at its option may stop work without penalty to the County until proof of coverage or removal of the employee by the contractor occurs, or alternatively find the Consultant to be in default and take such other protective measures as necessary.
 - (7) Insurance policies, other than Professional Liability, shall include waivers of subrogation in favor of Pinellas County from both the Consultant and subcontractor(s).
- i) The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:
- (1) Workers' Compensation Insurance

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

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

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

Limits

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

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

Limit

Combined Single Limit Per Accident	\$ 1,000,000
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- (4) Excess or Umbrella Liability Insurance excess of the primary coverage required, in paragraphs (1), (2), and (3) above:

Limits

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

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

Limits

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

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

- (6) Pollution Legal/Environmental Legal Liability Insurance for pollution losses arising from all services performed to comply with this contract. Coverage shall apply to sudden and gradual pollution conditions including the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water, which results in Bodily Injury or Property Damage. If policy is written on a Claims Made form, a retroactive date is required, and coverage must be maintained for 3 years after completion of contract or "tail coverage must be purchased. Coverage should include and be for the at least the minimum limits listed below:

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

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 2) Defense including costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensation damages.
- 3) Cost of Cleanup/Remediation.

Limits

Per Claim or Occurrence	\$ 2,000,000
General Aggregate	\$ 2,000,000

For acceptance of Pollution Legal/Environmental Legal Liability coverage included within another policy coverage 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 Pollution Legal/Environmental Legal Liability and other coverage combined.

For herbicide and pesticide spraying operations only, an endorsement to the Commercial General Liability policy that provides Pollution Liability coverage for herbicide and pesticide spraying is acceptable.

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