

***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: Solid Waste Master Plan – Professional Engineering Services**

**RFP CONTRACT NO. 167-0471-NC (SS)**

**NON-CONTINUING FIRM HDR 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  
Solid Waste Master Plan – Professional Engineering Services**

THIS AGREEMENT, entered into on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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, (HDR 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 perform all other professional engineering services as may be required during the development and production of the Solid Waste Master Plan for 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 plan development, 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 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:

Draft reports and plans should be prepared in Microsoft Word and in a format that the COUNTY can provide suggested changes. Final documents may be provided in pdf format.

Exhibit A, Scope of Services is attached.

#### **a) Required Deliverables**

- **PHASE I Status Report & Presentations**
  - Report:
    - Master Plan Mission, Vision and Values
    - Data Review – what data we currently have available, what we track and what we do not currently have/track but should
    - Systems Review – assessment of existing integrated solid waste system, as well as private and municipal system in county and region: services, technologies, condition and effectiveness, applicability to county needs
    - Existing Capacity and Demand
  - Presentations:
    - Present to and review report with County Staff
    - Present to and review report with Technical Management Committee
- **PHASE II Forecast Report & Presentations**
  - Report:
    - Identification of short and long-term needs of county/region
    - Identification and analysis of expanding/modifying existing county/regional infrastructure
    - Identification of alternative management options: efficiency, effectiveness, cost-benefit and economic impacts
  - Presentations:
    - Present to and review report with County Staff
    - Present to and review report with Technical Management Committee
- **PHASE III Implementation Plan & Presentations:**
  - Report:
    - Develop implementation plan for selected management options
      - Costs and budget forecasting
      - Environmental and permitting requirements
      - Public/Private partnership facilitation
      - Public Outreach needs
  - Presentations:
    - Provide support for BCC Presentation
    - Provide support for municipal and private partner presentations

### **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 reports and 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 and contract plans. Services shall be prepared under the direction of an engineer registered in the State of Florida. 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 plan 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 reports, plans, data 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 report or plan recommendations that may be declared unacceptable.

## 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

The PROJECT shall be prepared 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 – Not Applicable

3.3 CONSTRUCTION PHASE – Not Applicable

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.

- 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.

3.4.2 Each report and plan for the PROJECT shall be accurate, legible, complete and acceptable to the COUNTY. The completed plans shall be furnished on reproducible material and in a format, which is acceptable to the COUNTY.

3.4.3 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.

3.4.4 The CONSULTANT shall conduct on-site reviews, visits, of all applicable operational, permits, contracts, agreements, financial and site information as necessary for status and forecast report preparation for the PROJECT.

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

3.4.6 The CONSULTANT must be familiar with the intent, thoroughness, safety factors and design assumptions of all material projection calculations.

3.4.7 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 – Not Applicable

**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. Reproducible 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 plan activities, the COUNTY will conduct with the CONSULTANT a 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 Solid Waste 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 Solid Waste, or designee.

6.3 CONTINGENCY SERVICES

When authorized in writing by the COUNTY'S Director of Solid Waste 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 upon completion of each task.. 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, Solid Waste,.3095 114<sup>th</sup> Ave N., St. Petersburg, FL, 33716.F

CONSULTANT 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 CONSULTANT'S name, contact information and the standard purchase order number. The County may dispute any payments invoiced by CONSULTANT 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: **ONE HUNDRED EIGHTY THOUSAND, FOUR HUNDRED FIFTY ONE AND 00/100 DOLLARS (\$180,451.00)** for the Task 1 Subtasks 1-4 – Status Report and Presentations / General Task Phase 1 of the PROJECT.

A Lump Sum Fee of: **TWO HUNDRED NINETY THREE THOUSAND, THREE HUNDRED EIGHTY AND 00/100 DOLLARS (\$293,380.00)** for the Task 2 Subtasks 5-9 – Forecast Report and Presentations / Phase 2 of the PROJECT.

A Lump Sum Fee of: **THREE HUNDRED ELEVEN THOUSAND SIX HUNDRED NINETEEN AND 00/00 (\$311,619.00)** for the Task 3 Subtasks 10-14 – Implementation Plan and Presentations / Phase 3 of the PROJECT.

CONSULTANT, with prior approval from the County, may adjust hourly efforts per Task, but shall not exceed the budgeted amount of \$785,450.00.

The above fees shall constitute the total not to exceed amount of **SEVEN HUNDRED EIGHTY FIVE THOUSAND FOUR HUNDRED FIFTY AND 00/100 (\$785,450.00)** to the CONSULTANT for the performance of Basic Services. All man hours are billed per the established and agreed hourly rates. The hourly rates are fully loaded and include all labor, overhead, expenses and profit of any nature including travel within the Tampa Bay Metropolitan Statistical area. Travel outside of the Tampa Bay Metropolitan Statistical Area will be reimbursed in accordance with Section 112.061 F.S. and/or the County Travel Policy, as approved by the County.

7.2 For any Owner Directed 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 **FOURTEEN THOUSAND FIVE HUNDRED FIFTY AND 00/100 (\$14,550.00)** for all assignments performed.

7.3 Total agreement amount **EIGHT HUNDRED THOUSAND DOLLARS AND 00/100 (\$800,000.00)**.

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

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

**SECTION 8  
PERFORMANCE SCHEDULE**

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

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

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

8.3 The CONSULTANT shall not be held responsible for delays in the completion of the PROJECT design when the COUNTY causes such delays. The COUNTY reviews related to the above submittals shall not exceed TEN (10) business 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 Solid Waste 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 Solid Waste 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 three (3) 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 **365** 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](mailto:purchase@pinellascounty.org), Pinellas County Government, Purchasing Department, Operations Manager, 400 S. Ft. Harrison Ave, 6<sup>th</sup> 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: HDR Engineering, Inc.

PINELLAS COUNTY, by and through its  
Board of County Commissioners

By: *Katie S Duty*  
Print Name: Katie S Duty  
Title: Vice President Date: 3/26/18

By: \_\_\_\_\_  
Name \_\_\_\_\_ Date: \_\_\_\_\_  
Chairman

ATTEST:

Ken Burke, clerk of the Circuit Court

By: \_\_\_\_\_  
Deputy Clerk \_\_\_\_\_ Date: \_\_\_\_\_

APPROVED AS TO FORM

By: *Benjamin A*  
Office of the County Attorney

# Scope of Services

## Introduction

The HDR Project Team has developed the following approach to the scope of services, organized by the three phases the County outlined in the RFP. This scope provides a structure for data gathering, analysis, and communication of findings and recommendations to develop the County's thirty-year Solid Waste Master Plan (Master Plan). We have used major components of this approach successfully for numerous local governments, including several programs involving multiple levels of municipal government and regional involvement, and believe it is well suited to helping the County evaluate, develop and implement sound approaches to achieving its solid waste management and recycling and diversion goals. These tasks have been developed to provide a basis for the cost estimates associated with each task.

## Terminology

For the purposes of this Scope of Services, terminology to define three tiers of engagement anticipated to be included in the planning efforts are used as follows:

- "Solid Waste Staff" refers to Pinellas County Solid Waste Department staff that are anticipated to be engaged throughout the process;
- "Master Plan Project Team" refers to Solid Waste Staff as well as Pinellas County staff from other departments within the County, and 2 representatives from the Technical Management Committee (TMC) to be engaged at certain key points throughout the planning process; and
- "Regional Sub-committee" refers to the Master Plan Project Team with the addition of 2 or 3 members of the existing TMC and additional representatives from municipalities within the County, and will include representatives from surrounding counties and municipalities.

Task 2, Strategic Communications Plan, may result in modifications to the anticipated engagement of these groups; however, for scoping and budgeting purposes, assumptions have been made in the following task descriptions to identify the anticipated involvement of each of these three groups.

For the purposes of this Scope of Services, terminology to define levels of involvement of local government jurisdictions in the planning area include:

- "County" refers to Pinellas County including the unincorporated areas as well as each of the municipalities within the borders of the County;
- "Region" or "Regional" refers to Pinellas County and will include some or all of the surrounding counties of Hillsborough, Manatee, Pasco, and/or Sarasota counties.



## PHASE 1: Status Report & Presentations

### Duration- 120 days

As requested in the RFP, Phase 1 will encompass defining the Master Plan Mission, Vision and Values; reviewing data currently available and identifying data gaps; assessing the County's existing integrated solid waste system, as well as the private and municipal systems in the County and the Region, including services, technologies, condition and effectiveness, and applicability to County needs; and existing capacity and demand. Presentations and report reviews with Solid Waste Staff and the Master Plan Project Team will also be included in Phase 1, as described in each task. Phase 1 includes the following four tasks.

#### *Task 1 - Project Initiation and Kick Off Meeting*

The HDR Project Team will prepare and provide a written data request, anticipated to include data requests for the municipalities in addition to the County, as well as copies of relevant interregional communications to date regarding potential sharing of Regional assets/services. The HDR Project Team will then meet with Solid Waste Staff to gather the necessary data, formalize the lines of communication between the HDR Project Team and appropriate County personnel, coordinate the project schedule with other members of the project team and ensure that the project objectives are clearly defined and understood by all parties. We will use this meeting to review the project scope, schedule, goals, and objectives and formalize management and communications protocols to ensure the timely delivery of data and quality deliverables. We also anticipate discussing data readily available, as well as potential data gaps. In support of Task 3, it is also anticipated that key HDR Project Team members will participate in a site visit to tour the County facilities, anticipated to occur directly after the kick off meeting. Efforts in this task will also include brief questionnaires and/or interviews with the other counties in the Region (Hillsborough, Manatee, Pasco, and Sarasota).

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide a written data request for the County and municipalities within the County, via email
- Assess data received prior to kick off meeting
- Prepare and deliver agenda prior to meeting
- Up to three key personnel will attend the meeting, and participate in the site tour
- Provide meeting notes after the meeting, via email
- Prepare and provide questionnaire for surrounding counties, and conduct interviews, as necessary
- Facilitate periodic conference calls, as determined during the kick off meeting

#### **COUNTY RESPONSIBILITIES:**

- Arrange for a meeting place
- Invite appropriate County personnel
- Arrange for the site tour
- Review agenda and provide comment prior to meeting
- Provide available data request items (electronic format preferred)
- Work with HDR team staff to develop proxies for unavailable data request items, as necessary
- Brief County leaders on project scope and schedule
- Review and provide comment on meeting notes
- Review and provide comment on questionnaire for surrounding counties
- Participate in periodic conference calls, as determined in the kick off meeting

#### **HDR PROJECT TEAM DELIVERABLES**

- Data request
- Agenda for kick off meeting
- Meeting notes
- Questionnaire for surrounding counties
- Prepare preliminary project schedule including milestones

#### ***Task 2 - Strategic Communications Plan***

The HDR project team will develop a Strategic Communications Plan to guide stakeholder engagement and public and private sector outreach anticipated throughout the planning process. Our approach to strategic communications is designed to carefully select the right tools to collect, understand and share meaningful information. Implementing a Strategic Communications Plan at the beginning of the planning process builds community support and leverage Solid Waste Department and other County resources in a purposeful and meaningful way. We anticipate incorporating tactics such as social and political analysis, standardized messages, interest group identification and targeted delivery methods to help educate stakeholders and keep communities engaged and informed. The remaining tasks in this Scope of Work identify where we recommend interactions with the each of the three tiers of engagement described in the Terminology section above; however, the Strategic Communication's Plan may include additional briefings and meetings beyond what is included in the remainder of these tasks. Throughout the process, we will work to proactively advance public opinion toward consent, project support and acceptance. In the end, the Master Plan will benefit from decisions that reflect sound technical information, along with a partnership with the community.

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide an outline of a Strategic Communications Plan, via email
- Facilitate a meeting to discuss and finalize the outline
- Prepare and deliver a draft Strategic Communications Plan, via email
- Facilitate conference calls, as determined necessary to finalize the Strategic Communications Plan
- Prepare and provide minutes or notes documenting conference calls and meetings where HDR team members participate

#### **COUNTY RESPONSIBILITIES:**

- Arrange for a meeting place
- Invite appropriate County personnel, including representation from the County's Marketing and Communications Department
- Review the outline and be prepared to provide comment in the meeting
- Review draft Strategic Communications Plan, consolidating multiple reviewers' comments into one document
- Participate in periodic conference calls, as necessary to finalize the Strategic Communications Plan

#### **HDR PROJECT TEAM DELIVERABLES**

- Outline of Strategic Communications Plan
- Draft Strategic Communications Plan
- Final Strategic Communications Plan
- Meeting notes, as necessary

### ***Task 3 - Baseline Understanding***

Task 3 efforts include assessing the County's existing integrated solid waste system, as well as the private and municipal systems in the County and the Region, including services, technologies, condition and effectiveness, and applicability to County needs; and existing capacity and demand.

The HDR Project Team will conduct a thorough review of plans, policies, studies, and datasets relevant to the development of the Master Plan. This task will provide a clear understanding of the County's solid waste program's current operational and fiscal circumstances. This effort will include review of information provided by municipalities resulting from the data requests for the municipalities (in addition to the County), as well as copies of relevant interregional communications to date regarding potential sharing of interregional assets/services provided by the County, municipalities, and/or surrounding counties. This will provide not only an initial indication of system needs but also begin determining the resources available to address these needs and begin to identify potential opportunities. Establishing this baseline understanding will identify factors that could have an effect on the County's population and waste generation trends going forward, which will be used in projecting future waste streams over the 30-year planning horizon to be compared to capacity available. We anticipate this task will also include the review of contracts, budget documents, financial statements, operating reports, bond documents, ordinances, County charter provisions, relevant municipal data, and other materials relevant to understanding current and future needs and challenges. We will examine the County's solid waste system infrastructure components to assess the anticipated capacity and availability over the planning period.

As part of the baseline assessment, the HDR Project Team will also prepare a preliminary overview of existing and projected market conditions for waste and energy related private investment. This assessment will include looking at markets for both energy/waste material oriented opportunities and industries that might be appropriate for further consideration (as a preliminary exercise to inform future tasks). For example, the overview may include discussions on impacts of the recent China restrictions on recycling commodities markets, as well as results of recent projects initiated to use certain waste streams as fuel, or other topics identified as having potential impacts (good and bad) on the solid waste industry related markets.

Another goal of this task will be to develop the basic outline of the plan components, including an overview of current policies, programs and infrastructure for the full loop of the system (i.e. generation, collection, transfer, processing and disposal). This will also allow the HDR Project Team to begin to develop a broad overview of potential new policies, programs, and infrastructure. Identification of potential alternatives in this task will inform remaining tasks.

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide summaries of existing policies, programs, and infrastructure, via email.
- Prepare Countywide baseline 30-year projections of waste quantities as well as operating revenues, expenses and capital expenditures identifying resources available to fund current and proposed solid waste program requirements.
  - Waste projections may include non-traditional materials such as medical waste and sewage sludge, to the extent that historical and current tonnage information is readily available.
- Prepare and provide Baseline technical memo summarizing key findings and offering a preliminary review of potential new policies, programs, infrastructure, and financial condition.

- Prepare and provide preliminary market assessment technical memo consisting of potential energy/waste material oriented opportunities and industries for further consideration.

**COUNTY RESPONSIBILITIES:**

- Provide timely delivery of requested data items, as they come available.
- Provide timely review of summaries, compiling multiple reviewer comments into one document.

**HDR PROJECT TEAM DELIVERABLES**

- Baseline technical memo.
- Market assessment technical memo.

***Task 4 - Master Plan Mission, Vision and Values Workshop***

Upon completion of the Baseline Understanding task, the HDR Project Team will lead a Visioning Workshop with Solid Waste Staff, the Master Plan Project Team and the Regional Sub-committee. It is anticipated the visioning workshop will be a half-day session. During the workshop, participants will review goals for the project, discuss the Mission, Vision and Values for the Master Plan, review past and related long-range planning efforts, review the baseline understanding information completed in Task 2, and explore factors likely to affect the County's waste management operations over the long term, and the potential for Regional solutions. HDR Project Team members will also facilitate preliminary discussions regarding potential strategies for the integrated solid waste management system. Feedback from the Visioning Workshop will serve as a foundation for the development of alternative scenarios under Task 8, which will become the basis for public engagement activities recommended in Task 9.

**HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide draft and final workshop materials, based on previous tasks, via email
- Up to three key personnel will facilitate the workshop
- Prepare and provide meeting notes, via email

**COUNTY RESPONSIBILITIES:**

- Provide timely review of workshop materials
- Identify and invite key stakeholders
- Provide a meeting place to hold the workshop
- Provide timely review of meeting notes

**HDR PROJECT TEAM DELIVERABLES**

- Workshop materials
- Meeting notes

## PHASE 2: Forecast Report & Presentations

### Duration- 125 days

As requested in the RFP, Phase 2 will encompass identification of short-term (through 2024), mid-term (2025 through 2033), and long-term (2034 through 2048) needs of the County; identification and analysis of expanding/modifying existing County/Regional infrastructure; and identification of alternative management options for efficiency, effectiveness, cost-benefit, environmental and economic impacts. Presentations and report reviews with Solid Waste Staff and Master Plan Project Team will also be included in Phase 2, as described in each task. Phase 2 includes the following five tasks.

### *Task 5 - Needs Assessment and Preliminary Strategies Identification*

Building upon information gathered through data review (Task 1), baseline understanding efforts (Task 3), and the visioning workshop (Task 4), the HDR Project Team will identify short, mid, and long-term needs of the County, and identify potential approaches/strategies for policies, programs and infrastructure to be considered. (Task 6 will take a closer look at technologies and infrastructure.) This needs assessment will be summarized in a Needs Assessment and Preliminary Strategies Report, which will be reviewed with Solid Waste Staff and potentially the Master Planning Project Team, depending on decisions made in the kick off meeting and Task 2 relating to the role of the three tiers of engagement.

We anticipate casting a wide net of options and opportunities to be evaluated as part of the planning effort, which may include:

- Waste reduction and diversion “best practices” that will drive waste reduction, waste prevention and waste reuse, including:
  - Opportunities to enhance at-source waste reduction such as buy-less campaigns, cooperation with local retailers and distributors, etc.;
  - Potential expansion of organics materials programs including food waste, sewage sludge and other organic materials
  - Continuation and expansion of the County’s current progressive public education and promotional campaigns and consideration of future direction and approaches;
  - Establishing mandatory residential and commercial recycling ordinances;
  - Opportunities for improvements to current programs for management of special wastes including hazardous waste and other specialty waste programs;
  - New opportunities for local/regional special (bio-hazardous) waste acceptance/disposal such as medical waste and sewage sludge;
  - Additional opportunities to make the best possible use of the Mini Transfer Station, the Household Electronics and Chemical Collection Center (HEC<sub>3</sub>) and Swap Shop and recycling drop off areas as ‘centers’ for reuse and diversion of various materials;
  - Opportunities for increased re-use and/or recovery of special items such as bulky and durable goods, mattresses, etc., and;

- Incentive (and disincentive) programs such as 'pay as you throw', differential tipping fees, disposal bans at the Mini Transfer Station and drop offs, and other similar approaches that encourage diversion while also offering alternative cost recovery mechanisms, recognizing that some of the decisions related to these options may come under area municipality rather than County jurisdiction.
- Collection services organization and practices approaches (e.g. franchising on unincorporated areas)
- Recycling and organics collection and processing approaches and technologies:
  - Consideration of both existing programs, enhancements to existing programs, and new programs such as a mixed waste materials recovery facility (MRF), single stream MRF, increased high-density residential, Schools, churches and small businesses;
  - Consideration of approaches (e.g., facility expansion, new facility development, export options) to process increased quantities in the long-term;
  - Approaches that would address the County's long-term recycling capacity requirements, opportunities for partnerships with other municipal jurisdictions, and options for processing outside of the municipal boundaries; A range of collection and co-collection alternatives to manage the different waste streams at curbside including consideration of the degree of automation in collection and the degree of materials mixing (e.g., single stream vs. dual stream recycling), as well as the impacts of anticipated changes in residential waste composition over time; and,
  - Collection frequencies and transfer opportunities.
- Identification of options, timing, sustainable financing and service delivery criteria for infrastructure such as drop offs, CCA's, transfer stations, MRF's, HHW depots, etc.;
- Identification of alternate funding models, partnership opportunities and shared infrastructure;
- Identification of opportunities to assist in the minimization and management of waste materials generated with County facilities, municipal spaces (i.e. parks, arenas, libraries) as well as fleet locations program requirements to the facility users;
- Ash alternative uses/diversion opportunities and,
- Residual waste processing and disposal options.

**HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide Needs Assessment and Preliminary Strategies Report in the form of a technical memo summarizing key findings of gaps and needs, and potential approaches/strategies for consideration.

**COUNTY RESPONSIBILITIES:**

- Provide timely review of the Needs Assessment and Preliminary Strategies Report, compiling multiple reviewer comments into one document

**HDR PROJECT TEAM DELIVERABLES**

- Draft Needs Assessment and Preliminary Strategies technical memo
- Final Needs Assessment and Preliminary Strategies technical memo

## ***Task 6 - Technology Assessment, Assess Expanding/Modifying Existing County/Regional Infrastructure***

The County has in place an integrated solid waste management system with several key existing assets that will continue to play a critical role in meeting the waste management requirements over the planning period. The HDR team will incorporate these key assets into the overall program assessment. Consideration will be given to potential expansion/modification of certain existing assets, as appropriate. To ensure the most recent and relevant alternative waste collection and processing technologies are being considered, the HDR Team will also provide an overview of applicable technologies that have the potential to increase diversion in an environmentally sound manner, while providing potential economic and energy efficient alternatives.

As part of Task 6, we will also assess the acceptability of these technologies to the public, stakeholders and members of the community engaged in this process by including a list of advantages and disadvantages that will be prepared for discussion and inclusion in stakeholder outreach activities, such as Task 9.

### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Evaluate existing County and applicable Regional assets
- Provide overview of applicable technologies and modifications to existing infrastructure

### **COUNTY RESPONSIBILITIES:**

- Provide timely review of Technology Assessment technical memo, compiling multiple reviewer comments into one document

### **HDR PROJECT TEAM DELIVERABLES**

- Draft Technology Assessment technical memo
- Final Technology Assessment technical memo

## ***Task 7 - Case Study Research***

Based on the results of Tasks 3 through 6, the HDR Project Team will prepare case studies highlighting innovative practices for meeting future demand for solid waste management services. These case studies will explore a variety of management, planning, and partnering practices, including those involving the integration of private sector and regional entities in meeting community and programmatic objectives.

The HDR Project Team will identify potential best practices, work with County staff to prepare a short list of up to five candidates, and prepare 2-3-page case studies for the selected practices. Cases will be designed to document benefits and lessons learned from projects/programs recognized as particularly innovative and potentially applicable to Pinellas County's system. We anticipate using the case studies to provide background information on relevant policies, practices, programs, and infrastructure, including successful (and proven feasible) public-private partnership projects with a track-record of leveraging benefits associated with co-locating or integrating public and private enterprises.

### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide potential examples of best practices, via email
- Work with County staff to short list of up to 5 case studies
- Prepare and provide 2-3-page case studies for each of the short list practices, via email

**COUNTY RESPONSIBILITIES:**

- Provide timely review of examples of best practices
- Work with HDR team to short list up to 5 case studies
- Provide timely review of the case studies, compiling multiple reviewer comments into one document

**HDR PROJECT TEAM DELIVERABLES**

- List of examples of best practices
- Two to three-page case study summaries for up to five practices

***Task 8 - Scenario Development & Testing***

Based on feedback from the visioning workshop conducted in Task 4, identification of potential strategies in Task 5, and preliminary research conducted in Tasks 6 and 7, the HDR Project Team will work with County staff to develop up to five (5) long range scenarios for the County solid waste system. We will confer with Solid Waste Staff (and the Master Planning Project Team, as appropriate) to develop a broad framework for each of the five scenarios (e.g. “public-private partnerships,” or “regional infrastructure”), and the HDR Project Team will add specificity by grouping specific strategies into each of the five scenarios. We will work with Solid Waste Staff to develop the evaluation criteria. At a minimum, we anticipate each scenario will be evaluated by the HDR Project Team on its ability to meet established goals and objectives, including environmental impacts, as well as on their respective financial return on investment (FROI), or costs/benefits, to the solid waste program. It is anticipated that the scenarios will include options and opportunities for enhancement to the current system, as well as potential new system components and program elements.

The scenarios will describe potential future conditions; define potential impacts on County operations, revenues and expenditures; identify potential obstacles to implementation, including policy, regulatory, environmental, and community barriers; provide the foundation for measuring non-monetary costs and benefits to be used in the SROI efforts of Task 12 (e.g. carbon emissions effects; air quality effects), and define programmatic, regulatory, financial, and other actions required to achieve objectives. The initial draft technical memo will outline Countywide, and potentially Regional, changes likely required to realize objectives and achieve operational efficiencies. The technical memorandum will also summarize the results of the cost/benefit analyses performed on each respective scenario.

**HDR PROJECT TEAM RESPONSIBILITIES:**

- Facilitate a meeting (and additional conference call(s), as necessary) with County Solid Waste Staff (and Master Plan Project Team, if appropriate) to discuss the potential scenarios and evaluation criteria;
- Prepare and deliver an initial draft of a Scenarios technical memo outlining up to 5 scenarios for the County waste system, via email
- Based on feedback from County staff, prepare and deliver final Scenarios technical memo for use in Scenarios Workshop under Task 9

**COUNTY RESPONSIBILITIES:**

- Participate in meeting and conference call(s) to discuss scenarios and evaluation criteria
- Provide for a meeting place and invite appropriate attendees



- Provide timely review of draft Scenarios technical memo, compiling multiple reviewers' comments into one document

#### **HDR PROJECT TEAM DELIVERABLES**

- Draft scenarios technical memo
- Final scenarios technical memo

#### ***Task 9 - Scenario Workshops***

The HDR Project Team will prepare for and facilitate up to three public workshops with County stakeholders, including members of the general public and those who participated in the Visioning Workshop under Task 4, according to the Strategic Communications Plan developed in Task 2. During the workshops, the HDR Project Team will review findings from earlier tasks, review the scenarios, and seek feedback on levels of understanding and support for each. We will work with participants to identify a preferred scenario and a 'short-list' of strategies most appropriate for further refinement and incorporation into the final Master Plan document. We recommend that the meetings will be held in easily accessible locations throughout the County to increase participation by the public. To ensure participants at different workshops have a similar experience, we will follow the same agenda and use the same presentation materials for each session. As will be outlined in the Strategic Communications Plan developed in Task 2, the HDR Project Team will also assist the County in advertising the public workshops through development of social media approaches, and will coordinate with appropriate County staff/departments to engage the general public through social media, as deemed feasible.

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide draft and final workshop agendas and materials, via email
- Work with appropriate County staff/departments on social media engagement of the public
- Up to 3 key personnel will facilitate up to three workshops
- Prepare and provide meeting notes, via email

#### **COUNTY RESPONSIBILITIES:**

- Provide timely review of workshop materials
- Prepare announcements and public notification for the workshops
- Invite key stakeholders
- Engage the public through social media outlets readily available to the County
- Provide meeting places, basic furnishings and equipment, and, if desired, refreshments, for each workshop
- Provide timely review of meeting notes

#### **HDR PROJECT TEAM DELIVERABLES**

- Workshop materials, anticipated to be the same for each workshop
- Meeting notes from each workshop
- Technical memo summarizing the 'short-list' of strategies that seemed most preferable to the attendees of the workshops for further refinement and incorporation into the final Master Plan document

## PHASE 3: Implementation Plan & Presentations

### Duration- 120 days

As requested in the RFP, Phase 3 will encompass the development of an implementation plan for selected management options; estimates of costs and budget forecasting for the preferred scenario; summary of environmental and permitting requirements anticipated with the preferred scenario; public/private partnership opportunity facilitation; review of public outreach needs; and will provide support for a Board of County Commission presentation as well as provide support for municipal and private partner presentations. Presentations and report reviews with Solid Waste Staff, Master Plan Project Team, and Regional Sub-committee will also be included in Phase 3, as described in each task. Phase 3 includes the following five tasks.

### *Task 10 - Further Research for Short-listed Strategies*

As part of this task, the HDR Project Team will first facilitate a workshop with the Regional Sub-committee to review results of earlier tasks including a summary of feedback from the Scenarios Workshops to obtain the Regional Sub-committee feedback on the short-list of strategies to include in the final Master Plan, as well as potential evaluation criteria. It is anticipated that the HDR Project Team will meet with Solid Waste Staff directly following the Regional Sub-committee workshop to finalize the short-list of strategies, and to develop and finalize the criteria for further research to be conducted in this task, taking into consideration the feedback received at the Scenarios Workshops and the Regional Sub-committee workshop. Once the short-list is final, the HDR Project Team will further research the short-listed strategies making up a preferred scenario, and conduct additional evaluations, as necessary. At a minimum, we anticipate the research will include:

- a technology review, as necessary
- identification of market opportunities
- identification of public/private partnership opportunities
- review of planning and regulatory actions required to support strategies
- educational and outreach approaches for transitioning the methods of traditional waste disposal to an improved resource management methodology, as relevant
- financial considerations, impacts, and funding sources
- identification of potential legislative actions necessary or desirable at the local and state levels, as relevant
- estimated impacts on waste diversion

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide draft and final Regional Sub-committee workshop materials
- Up to three HDR Project Team members will facilitate the Regional Sub-committee workshop
- Facilitate a meeting with Solid Waste Staff, immediately following the Regional Sub-committee workshop to discuss the final list of strategies to be included in the Master Plan, and confirm evaluation criteria
- Prepare and provide an outline of strategies to be included in the Master Plan, and potential evaluation criteria
- Perform the refinement of short listed strategies

#### **COUNTY RESPONSIBILITIES:**

- Provide timely review of draft workshop materials

- Provide for a meeting place to hold the Regional Sub-committee workshop and Solid Waste Staff meeting
- Invite attendees
- Provide timely review of the outline of strategies and criteria, compiling multiple reviewers' comments into one document

#### **HDR PROJECT TEAM DELIVERABLES**

- Draft and final Regional Sub-committee workshop materials
- Outline of the strategies for the Master Plan, and criteria for evaluation

#### ***Task 11 - Preferred Scenario Development and Finalization***

Upon completion of Task 10, Further Refinement of Short-listed Strategies, the HDR Project Team will facilitate a meeting with Solid Waste staff to review results of the further refinement efforts. This meeting will serve to make final determinations on which strategies will ultimately be included in the Master Plan and to confirm the timing of implementation of these strategies (i.e. short, mid, or long-term). It is anticipated that this meeting will also include discussions on anticipated implementation activities, responsible parties, timing of implementation activities, and potential monitoring activities to be considered.

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide a technical memo and accompanying PowerPoint presentation, summarizing results of Task 10, Further Refinement of Short-listed Strategies
- Up to 3 key personnel will facilitate a meeting with Solid Waste Staff to finalize strategies to be included in the Master Plan
- Meeting notes, summarizing results of the meeting

#### **COUNTY RESPONSIBILITIES:**

- Provide timely review of the technical memo and PowerPoint, compiling multiple reviewers' comments into one document
- Provide a meeting place and invite attendees to the meeting
- Participate in the meeting to discuss the strategies and results of evaluations
- Provide timely review of meeting notes, summarizing results

#### **HDR PROJECT TEAM DELIVERABLES**

- Technical memo summarizing results of Task 10, Further Refinement of Short-listed Strategies detailing proposed short, mid, and long term solid waste management practices
- PowerPoint for use at meeting
- Meeting summary notes of final strategies to be included in the Master Plan

#### ***Task 12 - SROI Analysis of Preferred Scenario***

The HDR Project Team will perform a Sustainable Return on Investment (SROI) evaluation on the preferred scenario to further evaluate the relative merits of each investment. Data developed in Task 8 will be incorporated into the SROI model, as appropriate. An SROI analysis builds onto a financial evaluation (FROI) performed in Task 8 to account for costs and benefits that relate to societal and environmental impacts from the preferred scenario. The SROI analysis will apply the latest evidence in economics research and state-of-the-art modeling to monetize societal and environmental benefits and costs, to the greatest extent possible. The HDR Project

Team will facilitate a conference call with County staff to discuss key drivers and additional data needs, review data compiled as part of Task 8, and discuss the approach to SROI modeling. The process computes not only the total net benefits of the preferred scenario but also the breakdown of benefits in each dimension of the triple bottom line (i.e. environmental, social, and economic). This task will allow the County to evaluate the financial returns along with the relative level of sustainability performance of the preferred scenario to help build the case for implementing the preferred scenario.

#### **HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and deliver an initial draft of SROI analytical approach, including summary of data on societal and environmental values that are associated with performance of each investment
- Facilitate a conference call with County staff to discuss key drivers of SROI and additional data needs, if any
- Facilitate a conference call, potentially using online meeting capabilities, to discuss on SROI analysis and data
- Create an SROI model, perform analysis, prepare technical memo to present results

#### **COUNTY RESPONSIBILITIES:**

- Participate in conference call to discuss key drivers, additional data needs, if any, review data to be used and approach to SROI model
- Provide timely review of draft technical memo, compiling comments from multiple reviewers into one document

#### **HDR PROJECT TEAM DELIVERABLES**

- Draft SROI approach
- Technical memo of SROI results

### ***Task 13 - Draft and Final Master Plan Document Development***

The HDR Project Team will develop a draft Master Plan document, incorporating the results of the previous tasks. We will work with the County to develop the basic format and layout of the Master Plan. We anticipate the basic framework of the Master Plan will include:

- An executive summary
- Overview of the current situation and potential alternatives from task 3
- Summary of the Visioning Workshop from task 4
- Summary of Needs Assessment from Task 5
- Summary of Technology Assessment from Task 6
- Summary of Case Study Research from task 7
- Overview and results of the Scenario Development and Testing from task 8
- Summary of the Scenarios Workshops from Task 9
- Full scenario descriptions for 'short listed' scenarios, documenting the findings of the research conducted in Tasks 10 and 11
- Overview and results of the SROI Analysis from Task 12
- Anticipated implementation tasks and activities, including responsible parties, potential timeline, and potential education and outreach activities
- Monitoring metrics and/or tools, as appropriate

- Approach for Regular Updates to the Master Plan

Our goal in working with the County is to develop a living Master Plan, one that does not sit on a shelf. We recommend undertaking periodic reviews to allow for changes in market drivers, waste generation rates and other key factors that affect the overall waste system to be accounted for and modifications/adjustments to the implementation program to be made. This, coupled with regular reporting on progress on the implementation of plan recommendations, provides the greatest benefit to the County from the planning exercise.

**HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide an outline of the Master Plan
- Facilitate a meeting to discuss the outline of the Master Plan
- Prepare and provide a draft of the Master Plan, via email
- Facilitate a conference call(s) to discuss the draft Plan
- Incorporate County comments into the final Master Plan

**COUNTY RESPONSIBILITIES:**

- Provide timely review of the outline of the Master Plan, compiling multiple reviewers' comments into one document
- Participate in meeting to discuss outline of the Master Plan
- Provide timely review of the draft Plan, consolidating comments from multiple reviewers into one document
- Participate in the conference call(s) to discuss the draft Master Plan

**HDR PROJECT TEAM DELIVERABLES**

- Outline of the Master Plan
- Draft Master Plan document
- Final Master Plan document

***Task 14 - Assistance with Presentation to the County Executive Team and BOCC***

The HDR Project Team will assist Solid Waste Staff with preparation of up to two drafts and one final version of a presentation to the Executive Team and the Board of County Commissioners (BOCC), presenting key elements and results of the Master Planning Process and the final Master Plan, using Microsoft PowerPoint. The County will be responsible for consolidating comments from multiple reviewers for incorporation by the HDR Project Team. If requested by County staff, up to 3 HDR Project Team members will also be available to present to the Executive Team (one meeting) and the BOCC at one public meeting, and to assist with any questions regarding the Master Plan and/or the planning process.

**HDR PROJECT TEAM RESPONSIBILITIES:**

- Prepare and provide up to two draft presentations, via email
- Prepare and provide a final presentation incorporating any comments/feedback received from County staff
- Attend up to one Executive Team meeting and up to one BOCC public meeting, if requested by County staff

**COUNTY RESPONSIBILITIES:**

- Provide timely review of draft versions of the presentation, compiling multiple reviewers' comments into one document

**HDR PROJECT TEAM DELIVERABLES**

- Draft presentation
- Final presentation

# Proposed Budget

HDR proposes to provide the services described above in accordance with the following budget estimate, subject to the Key Understandings delineated below. The budget by task as shown in the table below was developed based on the estimated level of effort detailed by Task in Attachment A. The estimated amount will not be exceeded without the prior approval of the County. HDR reserves the right to adjust hours between tasks with the prior approval of the County.

HDR proposes to provide the services delineated in the scope of services on a time and materials basis, with a not to exceed budgeted amount of \$785,450, inclusive of labor and expenses. In addition, the overall budget also includes an Owner Directed Contingency amount of \$ 14,550 to be used to address additional unanticipated issues and/or need for additional meetings or increased level of effort. These additional efforts requiring the use of contingency funds would not be conducted without the prior written approval of the County.

Table 1 Proposed Budget

	Total by task		Labor	Expenses	Total	Total Hours
1	Initiation and kick-off meeting		\$ 20,671	\$ 500	\$ 21,171	104
2	Strategic Communications Plan		\$ 29,904	\$ 500	\$ 30,404	176
3	Baseline Understanding		\$ 107,657	\$ -	\$ 107,657	598
4	Mission, Vision and Values Workshop		\$ 20,719	\$ 500	\$ 21,219	122
5	Needs Assessment and Preliminary Strategies		\$ 96,647	\$ -	\$ 96,647	561
6	Technical Assessment		\$ 47,263	\$ 1,400	\$ 48,663	267
7	Case Studies		\$ 54,592	\$ -	\$ 54,592	307
8	Scenario Development and Testing		\$ 70,831	\$ 100	\$ 70,931	409
9	Scenarios Workshop		\$ 21,847	\$ 700	\$ 22,547	111
10	Further Research Short-listed Strategies		\$ 75,629	\$ 100	\$ 75,729	432
11	Preferred Scenario Development and Finalization		\$ 77,524	\$ 100	\$ 77,624	445
12	SROI Analysis of Preferred Scenario		\$ 45,131	\$ -	\$ 45,131	239
13	Draft Master Plan Document		\$ 75,565	\$ -	\$ 75,565	401
14	Assist with Presentations to BOCC		\$ 36,970	\$ 600	\$ 37,570	203
			\$ 780,950	\$ 4,500	\$ 785,450	4,375
	Owner Directed Contingency				\$14,550	
	<b>Total</b>				<b>\$800,000</b>	

Key Understandings

Budget is based on

- Completion of the project within 12 months
- Conference calls every two weeks for the 12-month duration with up to 3 HDR team participants
- 6 meetings with the County Solid Waste Staff/ Master Plan Team with up to 3 HDR team members participating
- 4 meetings with the Regional Master Plan Team with up to 3 HDR team members participating
- 3 public meetings supported by up to 3 HDR Team members
- one TMC workshop
- assist in preparation of up to two drafts and one final version of a presentation to the Executive Team and the Board of County Commissioners (BOCC), assumed to be identical (or nearly identical) presentations
- one Executive Committee Presentation with up to 3 HDR team members participating
- one Board of County Commissioner's presentation
- outreach to Regional participants will initially consist of a questionnaire and one phone interview follow-up. Additional input or efforts associated with potential Regional participants will depend on the responses received and may require additional workshops, public meetings, and additional strategy research not currently reflected in the scope.
- Timely review of deliverables on the part of the County, including receipt of consolidated comments from multiple reviewers within 5 business days for minutes, agendas, etc.(i.e. documents of 10 pages or less) and 10 business days for major deliverables (i.e. greater than 10 pages)
- The County and other project participants are being asked to provide information and data on their current systems. HDR will rely upon the information provided, and will not independently verify information provided. Responsiveness and timeliness of the other project participants can also impact the schedule.



# Attachment A-

## Detailed Estimated Budget by Task

Pinellas County Solid Waste Master Plan																			
Fee Estimate by task																			
Personnel Category	Project Principal	Senior Project Manager	Senior QA-QC/Tech Advisor	Senior QA-QC/Tech Advisor	Senior QA-QC/Tech Advisor	Project Engineer	Senior QA-QC/Tech Advisor	Senior Engineer	Senior Engineer	HDR			Project Engineer	Senior Technician (6)*	Senior Technician	Admin./Acct.	Labor by Task	Expenses by Task **	Total by Task
										Vice President	Senior Engineer	Senior Engineer							
Personnel Anticipated *	Katie Duty	Shawn Worster	Janine Ralph	Tim Raibley	Keith Howard/Mary Shanks	Karam Singh	Chris Behr	Brenda Clark	Mark Roberts	Bruce Howie/John Carlton	Greg Gessell	Kyle Perrin	Noemi Castillo	Theresa McClure	Admin.				
Project Role	Project Principal	Project Manager	Tech Advisor	Tech Advisor	QA/QC	Planning	Decision Economics	SW Engineer	SW Engineer	Alt Tech	Alt Tech	WTE	Permitting/Project Management	Outreach	Admin.				
Hourly Rate	\$255.00	\$245.00	\$245.00	\$245.00	\$245.00	\$155.00	\$245.00	\$220.00	\$220.00	\$255.00	\$220.00	\$155.00	\$180.00	\$180.00	\$99.00				
Task No.	Task Description	Hours Estimates																	
1	Initiation and kick-off meeting	1	20	4	-	-	-	-	-	-	-	-	16	8	-	4	\$ 10,451	\$ 200	\$ 10,651
2	Strategic Communications Plan	0	24	-	4	-	-	-	-	-	-	-	-	-	24	4	\$ 11,576	\$ 200	\$ 11,776
3	Baseline Understanding	1	40	4	-	27	135	-	8	24	-	-	75	50	-	4	\$ 66,636	\$ -	\$ 66,636
4	Mission, Vision and Values Workshop	1	18	4	-	-	-	-	-	-	-	-	-	-	6	4	\$ 7,121	\$ 200	\$ 7,321
5	Needs Assessment and Preliminary Strategies	1	30	4	-	16	120	-	8	8	8	8	40	24	-	4	\$ 49,341	\$ -	\$ 49,341
6	Technical Assessment	1	22	4	-	-	-	-	-	8	16	32	12	-	-	4	\$ 21,761	\$ 1,200	\$ 22,961
7	Case Studies	1	20	4	-	-	84	-	-	8	16	8	8	20	-	4	\$ 31,921	\$ -	\$ 31,921
8	Scenario Development and Testing	1	20	4	-	-	103	-	-	8	8	8	8	8	-	4	\$ 30,746	\$ -	\$ 30,746
9	Scenarios Workshop	1	24	4	-	-	-	-	-	-	-	-	-	-	8	4	\$ 8,951	\$ -	\$ 8,951
10	Further Research Short-listed Strategies	1	22	4	-	-	100	-	8	8	12	8	8	12	-	4	\$ 34,261	\$ -	\$ 34,261
11	Preferred Scenario Development and Finalization	1	30	4	-	-	85	-	-	-	12	8	-	10	-	4	\$ 28,776	\$ -	\$ 28,776
12	SROI Analysis of Preferred Scenario	1	24	4	4	-	120	40	-	-	-	-	-	4	-	4	\$ 37,611	\$ -	\$ 37,611
13	Draft Master Plan Document	1	60	4	4	-	82	8	-	-	-	-	-	8	-	4	\$ 33,421	\$ -	\$ 33,421
14	Assist with Presentations to BOCC	0	30	4	4	-	20	-	-	-	-	-	-	8	8	8	\$ 16,082	\$ 200	\$ 16,282
	<b>Total</b>	<b>12</b>	<b>384</b>	<b>52</b>	<b>16</b>	<b>43</b>	<b>849</b>	<b>48</b>	<b>24</b>	<b>64</b>	<b>72</b>	<b>72</b>	<b>167</b>	<b>152</b>	<b>46</b>	<b>60</b>	<b>\$ 388,655</b>	<b>\$ 2,000</b>	<b>\$ 390,655</b>
	** Expenses are for travel outside the Tampa Bay Metropolitan Statistical Area (TBMSA) and will be reimbursed in accordance with Florida Statutes.																		
	* and other staff meeting this category qualification																		

Pinellas County Solid Waste Master Plan														
Fee Estimate by task		NewGen						IWCS						
Personnel Category		Exec Consultant	Senior Consultant	President				Project Director	Principal/Mgr	Senior Engineer	Asst Eng			
Personnel Anticipated *		Allison Trulock	Stephanie Crain	Dave Yanke	Labor by Task	Expenses by Task **	Total by Task	Tim Townsend	Pradeep	S. Singh	TBD	Labor by Task	Expenses by Task **	Total by Task
Project Role		Deputy PM	Finance Analyst	Finance Lead				Innovative Concepts	Inn Concepts	Inn Concepts	Inn Concepts			
Hourly Rate		\$ 210.00	\$ 150.00	\$ 240.00				\$ 245.00	\$ 192.00	\$ 128.00	\$ 73.00			
Task No.	Task Description	Hours Estimates						Hours Estimates						
1	Initiation and kick-off meeting	32	2	1	\$ 7,260	\$ 100	\$ 7,360	4	4	4	-	\$ 2,260	\$ 200	\$ 2,460
2	Strategic Communications Plan	48	-	-	\$ 10,080	\$ 100	\$ 10,180	-	-	-	-	\$ -	\$ -	\$ -
3	Baseline Understanding	95	100	2	\$ 35,430	\$ -	\$ 35,430	-	-	-	-	\$ -	\$ -	\$ -
4	Mission, Vision and Values Workshop	35	4	2	\$ 8,430	\$ 100	\$ 8,530	-	-	-	-	\$ -	\$ -	\$ -
5	Needs Assessment and Preliminary Strategies	90	48	2	\$ 26,580	\$ -	\$ 26,580	16	40		70	\$ 16,710	\$ -	\$ 16,710
6	Technical Assessment	25	-	-	\$ 5,250	\$ -	\$ 5,250	12	35	24	48	\$ 16,236	\$ 200	\$ 16,436
7	Case Studies	55	-	-	\$ 11,550	\$ -	\$ 11,550	10	18		35	\$ 8,461	\$ -	\$ 8,461
8	Scenario Development and Testing	90	52	4	\$ 27,660	\$ 100	\$ 27,760	10	18	16	35	\$ 10,509	\$ -	\$ 10,509
9	Scenarios Workshop	40	-	-	\$ 8,400	\$ 300	\$ 8,700	-	-		-	\$ -	\$ 200	\$ 200
10	Further Research Short-listed Strategies	85	52	2	\$ 26,130	\$ 100	\$ 26,230	4	16	16	30	\$ 8,290	\$ -	\$ 8,290
11	Preferred Scenario Development and Finalization	95	100	2	\$ 35,430	\$ 100	\$ 35,530	10	20		40	\$ 9,210	\$ -	\$ 9,210
12	SROI Analysis of Preferred Scenario	24	4	2	\$ 6,120	\$ -	\$ 6,120	-	-		-	\$ -	\$ -	\$ -
13	Draft Master Plan Document	110	8	4	\$ 25,260	\$ -	\$ 25,260	12	24		32	\$ 9,884	\$ -	\$ 9,884
14	Assist with Presentations to BOCC	45	12	2	\$ 11,730	\$ 200	\$ 11,930	8	8		16	\$ 4,664	\$ 200	\$ 4,864
	<b>Total</b>	<b>869</b>	<b>382</b>	<b>23</b>	<b>\$ 245,310</b>	<b>\$ 1,100</b>	<b>\$ 246,410</b>	<b>86</b>	<b>183</b>	<b>60</b>	<b>306</b>	<b>\$ 86,224</b>	<b>\$ 800</b>	<b>\$ 87,024</b>
	** Expenses are for travel outside the Tampa Bay Metropolitan Statistical Area (TBMSA) and will be reimbursed in accordance with Florida Statutes. * and other staff meeting this category qualification													

Pinellas County Solid Waste Master Plan														
Fee Estimate by task														
		JMG				QCA					Solid Waste Associates			
Personnel Category		Prof Eng				Public Involvement	Graphic Design				Principal			
Personnel Anticipated *		Jason	Labor by Task	Expenses by Task **	Total by Task	TBD	TBD	Labor by Task	Expenses by Task **	Total by Task	Warren Smith	Labor by Task	Expenses by Task **	Total by Task
Project Role		Permitting				Public Involvement	Graphic Design				Tech Advisor			
Hourly Rate		\$ 152.00				\$ 105.00	\$ 78.00				\$ 175.00			
Task No.	Task Description	Hours Estimates				Hours Estimates								
1	Initiation and kick-off meeting	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	4	\$ 700	\$ -	\$ 700
2	Strategic Communications Plan	-	\$ -	\$ -	\$ -	40	16	\$ 5,448	\$ 200	\$ 5,648	16	\$ 2,800	\$ -	\$ 2,800
3	Baseline Understanding	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	25	\$ 4,375	\$ -	\$ 4,375
4	Mission, Vision and Values Workshop	-	\$ -	\$ -	\$ -	24	16	\$ 3,768	\$ 200	\$ 3,968	8	\$ 1,400	\$ -	\$ 1,400
5	Needs Assessment and Preliminary Strategies	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	16	\$ 2,800	\$ -	\$ 2,800
6	Technical Assessment	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	16	\$ 2,800	\$ -	\$ 2,800
7	Case Studies	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	4	\$ 700	\$ -	\$ 700
8	Scenario Development and Testing	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	4	\$ 700	\$ -	\$ 700
9	Scenarios Workshop	-	\$ -	\$ -	\$ -	8	2	\$ 996	\$ 200	\$ 1,196	20	\$ 3,500	\$ -	\$ 3,500
10	Further Research Short-listed Strategies	8	\$ 1,216	\$ -	\$ 1,216	-	-	\$ -	\$ -	\$ -	20	\$ 3,500	\$ -	\$ 3,500
11	Preferred Scenario Development and Finalization	4	\$ 608	\$ -	\$ 608	-	-	\$ -	\$ -	\$ -	20	\$ 3,500	\$ -	\$ 3,500
12	SROI Analysis of Preferred Scenario	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	8	\$ 1,400	\$ -	\$ 1,400
13	Draft Master Plan Document	-	\$ -	\$ -	\$ -	-	-	\$ -	\$ -	\$ -	40	\$ 7,000	\$ -	\$ 7,000
14	Assist with Presentations to BOCC	-	\$ -	\$ -	\$ -	8	2	\$ 996	\$ -	\$ 996	20	\$ 3,500	\$ -	\$ 3,500
	<b>Total</b>	<b>52</b>	<b>\$ 7,904</b>	<b>\$ -</b>	<b>\$ 7,904</b>	<b>80</b>	<b>36</b>	<b>\$ 11,208</b>	<b>\$ 600</b>	<b>\$ 11,808</b>	<b>221</b>	<b>\$ 38,675</b>	<b>\$ -</b>	<b>\$ 38,675</b>
** Expenses are for travel outside the Tampa Bay Metropolitan Statistical Area (TBMSA) and will be reimbursed in accordance with Florida Statutes.														
* and other staff meeting this category qualification														

Pinellas County Solid Waste Master Plan										
<u>Fee Estimate by task</u>			EUNOMIA				Project Team Total			
Personnel Category			Principal Consultant							
Personnel Anticipated *			Sarah Edwards	Labor by Task	Expenses by Task	Total by Task		Labor by Task	Expenses by Task **	Total by Task
Project Role			Waste & Diversion Planning							
Hourly Rate			\$ 186.00							
<u>Task No.</u>	<u>Task Description</u>		<u>Hours Estimates</u>							
1	Initiation and kick-off meeting		-	\$ -	\$ -	\$ -	\$ -	\$ 20,671	\$ 500	\$ 21,171
2	Strategic Communications Plan		-	\$ -	\$ -	\$ -	\$ -	\$ 29,904	\$ 500	\$ 30,404
3	Baseline Understanding		-	\$ -	\$ -	\$ -	\$ -	\$ 107,657	\$ -	\$ 107,657
4	Mission, Vision and Values Workshop		-	\$ -	\$ -	\$ -	\$ -	\$ 20,719	\$ 500	\$ 21,219
5	Needs Assessment and Preliminary Strategies		-	\$ -	\$ -	\$ -	\$ -	\$ 96,647	\$ -	\$ 96,647
6	Technical Assessment		-	\$ -	\$ -	\$ -	\$ -	\$ 47,263	\$ 1,400	\$ 48,663
7	Case Studies		4	\$ 744	\$ -	\$ 744	\$ -	\$ 54,592	\$ -	\$ 54,592
8	Scenario Development and Testing		-	\$ -	\$ -	\$ -	\$ -	\$ 70,831	\$ 100	\$ 70,931
9	Scenarios Workshop		-	\$ -	\$ -	\$ -	\$ -	\$ 21,847	\$ 700	\$ 22,547
10	Further Research Short-listed Strategies		12	\$ 2,232	\$ -	\$ 2,232	\$ -	\$ 75,629	\$ 100	\$ 75,729
11	Preferred Scenario Development and Finalization		-	\$ -	\$ -	\$ -	\$ -	\$ 77,524	\$ 100	\$ 77,624
12	SROI Analysis of Preferred Scenario		-	\$ -	\$ -	\$ -	\$ -	\$ 45,131	\$ -	\$ 45,131
13	Draft Master Plan Document		-	\$ -	\$ -	\$ -	\$ -	\$ 75,565	\$ -	\$ 75,565
14	Assist with Presentations to BOCC		-	\$ -	\$ -	\$ -	\$ -	\$ 36,970	\$ 600	\$ 37,570
	<b>Total</b>		<b>16</b>	<b>\$ 2,976</b>	<b>\$ -</b>	<b>\$ 2,976</b>	<b>\$ -</b>	<b>\$ 780,950</b>	<b>\$ 4,500</b>	<b>\$ 785,450</b>
	** Expenses are for travel outside the Tampa Bay Metropolitan Statistical Area (TBMSA) and will be reimbursed in accordance with Florida Statutes.									
	<b>* and other staff meeting this category qualification</b>									
								<b>Owner Directed Contingency</b>		<b>\$14,550</b>
								<b>Total</b>		<b>\$ 800,000</b>

Exhibit B  
 Schedule of Billing Rates  
 Pinellas County Solid Waste Master Plan  
 Contract No. 167-0471-NC (SS)

Classification	Hourly Rate
Vice President/Officer (1)*	\$255.00
Project Principal (2)*	\$255.00
Senior QA-QC/Tech Advisor (3)*	\$245.00
Senior Project Manager (4)*	\$245.00
Senior Engineer (5)*	\$220.00
Senior Technician (6)*	\$180.00
Project Engineer (7)*	\$155.00
Project Technician (8)*	\$135.00
Project Admin/Accounting (9)*	\$99.00

1. Bruce Howie
  2. Katie Duty
  3. Janine Ralph, Mary Shanks, Tim Raibley, Chris Behr
  4. Shawn Worster
  5. Brenda Clark, Mark Roberts, Greg Gesell
  6. Noemi Costello, Theresa McClure
  7. Karam Singh, Kyle Perrin
  8. TBD
  9. Cynthia Mason, Patricia Avis
- \*(and other staff that meet this category qualification)

NewGen Strategies & Solutions  
Billing Rates for  
Pinellas County Solid Waste Master Plan  
Contract No. 167-0471-NC (SS)

Position	Hourly Rate
President	\$240
Director/Executive Consultant	\$210
Senior Consultant	\$150
Staff Consultant	\$135
Analyst	\$120
Administrative Assistant	\$75

# Innovative Waste Consulting Services, LLC

6628 NW 9th Blvd., Suite 3, Gainesville, FL 32605

## Hourly Rate Schedule

Position	Personnel	Hourly Rate (\$/hour)
Project Director	Timothy Townsend, PhD, PE	\$245.00
Senior Environmental Scientist (Principal/Manager)	Pradeep Jain, PhD, PE	\$192.00
Senior Engineer (Engineer 3)	Shrawan Singh, PhD, EI	\$128.00
Assistant Engineer (Engineer 2)	Justin Smith, PE, James Wally, EI	\$73.00
Research Assistant/Environmental Specialist (Engineer - 1)	Abhimanyu Kanneganti	\$70.00
Intern	Daniel Gallagher, Natalie Bauta	\$36.00





### Schedule of Billing Rates

Classification	Hourly Rate (\$/hr)
Professional Engineer	152.00



**Pinellas County Solid Waste Master Plan  
Quest Corporation of America, Inc.  
Proposed Wage Rate Data**

<b>Position Category</b>	<b>Billable Hourly Rate</b>
Public Involvement	\$105.00
Graphic Designer	\$78.00

## Solid Waste Associates

Pinellas County Solid Waste Master Plan Hourly Rate

Classification	Hourly Rate
Principal	\$175

## JHS Environmental Engineering

### 2018 Schedule of Hourly Rates per Classification

Classification	Burdened Hourly Rate
Senior Consultant (Kelsi Oswald)	\$ 145.00
Senior Consultant (Hala Sfeir)	\$ 145.00

# Eunomia Research & Consulting standard hourly for person working on assignment

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Listed in Table 1 is Eunomia’s standard hourly rate for person working on the assignment. The rate includes travel within the Tampa Bay Metropolitan statistical area. Travel from New York City to the Tampa Bay Metropolitan statistical area and any accommodation is excluded and should be reimbursed in accordance with Florida Statutes.

**Table 1 – Hourly rate for person working on assignment**

Grade	Hourly Rates (\$)
Principal Consultant	186

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

## 1. INSURANCE:

- a) Consultant will provide current Certificate (s) of Insurance in accordance with the insurance requirements listed below.
- b) Within 10 days of **contract award** and prior to commencement of work, Consultant shall email certificate that is compliant with the insurance requirements to [InsuranceCerts@Pinellascounty.org](mailto:InsuranceCerts@Pinellascounty.org). If certificate received with proposal was a compliant certificate no further action may be necessary. It is imperative that Consultant include the unique identifier, which will be supplied by the County's Purchasing Department. 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 1.(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.

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

- 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.*
- (1) All subcontracts between Consultant and its subcontractors shall be in writing and may be subject to the County's prior written approval. Further, all subcontracts shall (1) require each subcontractor to be bound to 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.

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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(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

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

Limits

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

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

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