

***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: Denitrification Filter Rehab at South Cross Bayou WRF – Professional Engineering Services**

**RFP CONTRACT NO. 189-0117-NC (SS)**

**COUNTY PID NO. 003408A**

**NON-CONTINUING FIRM: Hazen and Sawyer, P.C.**

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

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**SECTION 1  
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR:**

**Denitrification Filter Rehab at South Cross Bayou WRF - Professional Engineering Services**

THIS AGREEMENT, entered into on the 24 day of September, 2019, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, Hazen and Sawyer, P.C., with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

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

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

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

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

## SECTION 2 SCOPE OF PROJECT

### 2.1 PROJECT DESCRIPTION AND PROFESSIONAL REQUIREMENTS

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

The firm shall perform engineering assessment and design services and perform all other professional engineering services as may be required to construct improvements for the TETRA Denite® DeepBed™ Filtration System at the South Cross Bayou Water Reclamation Facility (SCBWRF), Pinellas County, Florida. The objective of this project is to provide the South Cross Bayou Water Reclamation Facility with a rehabilitated TETRA Denite® DeepBed™ Filtration System that will operate within the confines of the existing permit limitations while providing a more reliable system requiring less maintenance. These services are needed as the existing system is experiencing multiple failures with respect to instrumentation, mechanical, process, chemical feed and media components.

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

#### a) Required Deliverables

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

### 2.2 PROJECT PHASES

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

### 2.3 CONSULTING RESPONSIBILITIES

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

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

## 2.4 GENERAL DESIGN CONDITIONS

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

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

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

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

## 2.5 GOVERNING SPECIFICATIONS REGULATIONS AND PERTINENT DOCUMENTS

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

### **SECTION 3 SERVICES TO BE FURNISHED BY THE CONSULTANT**

3.1 SEE EXHIBIT A – SCOPE OF SERVICES.

#### 3.2 BIDDING PHASE

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

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

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

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

### 3.3 CONSTRUCTION PHASE

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

#### A. Construction Consultation Services

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

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

### 3.4 PROVISIONS RELATED TO ALL PHASES

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

3.4.2 The CONSULTANT will coordinate work designed by various disciplines.

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

- a. Five (5) copies of the design notes and computations shall be submitted to the COUNTY with the design development review plans. When the plans are submitted for final review, the design notes and computations corrected for any COUNTY comments shall be resubmitted. At the PROJECT completion, a final set of the design notes and computations, properly endorsed by the CONSULTANT, shall be submitted with the record set of plans and tracings.

b. The design notes and calculations shall include, but not be limited to, the following data:

- 1) Design criteria used for the PROJECT.
- 2) Roadway geometric calculations
- 3) Structural calculations.
- 4) Drainage calculations.
- 5) Traffic design calculations
- 6) Traffic control calculations
- 7) Calculations as required by provisions of the Florida Energy Conservation Manual (Department of General Services), latest revision.
- 8) Calculations showing probable cost comparisons of various alternatives considered.
- 9) Documentation of decisions reached resulting from meetings, telephone conversations or site visits.
- 10) Other PROJECT-related correspondences as appropriate.

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

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

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

3.4.7 Other CONSULTANT responsibilities shall be as listed below:

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

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

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

### 3.5 PERMIT APPLICATIONS AND APPROVALS

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

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

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



### 3.6 COORDINATION WITH UTILITY SERVICES AND AFFECTED PUBLIC AGENCIES

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

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

### **SECTION 4 SERVICES TO BE FURNISHED BY THE COUNTY**

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

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

### **SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON**

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

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

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

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

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

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

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

**6.1 BASIC SERVICES**

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

**6.2 OPTIONAL SERVICES**

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

**6.3 CONTINGENCY SERVICES**

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

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

**6.4 ADDITIONAL SERVICES**

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

**6.5 INVOICING**

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

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

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

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

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

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

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

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

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

## **SECTION 7 COMPENSATION TO THE CONSULTANT**

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

A Lump Sum Fee of: Sixty-Nine Thousand Two Hundred and Eight and 00/100 Dollars (\$69,208.00) for the Task 1 – Project Management Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Forty-Six Thousand One Hundred Eighty-Three and 00/100 Dollars (\$246,183.00) for the Task 2 – Preliminary Engineering Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Ninety-Two Thousand One Hundred Eleven and 00/100 Dollars (\$292,111.00) for the Task 3 – Detailed Design Services Phase of the PROJECT.

A Lump Sum Fee of: Twenty-Seven Thousand Five Hundred Seventy-Two and 00/100 Dollars (\$27,572.00) for the Task 4 – Permitting Assistance Phase of the PROJECT.

A Lump Sum Fee of: Twenty-Eight Thousand Three Hundred Thirty-Three and 00/100 Dollars (\$28,333.00) for the Task 5 – Bidding Assistance Phase of the PROJECT.

A Lump Sum Fee of: Two Hundred Fifty-Nine Thousand Eight Hundred Eighteen and 00/100 Dollars (\$259,818.00) for the Task 6 – Engineering Services During Construction Phase of the PROJECT.

A Lump Sum Fee of: Fifty Thousand Seven Hundred Sixteen and 00/100 Dollars (\$50,716.00) for the Task 7 – Assistance During Functional Testing, Startup, Commissioning, Performance and Acceptance Testing Phase of the PROJECT.

A Lump Sum Fee of: Forty-Nine Thousand Four Hundred Eighty-Five and 00/100 Dollars (\$49,485.00) for the Task 8 – Preparation of O&M Manual Supplement and Revision to SCBWRF Master O&M Manual; Conduct Operations Training Phase of the PROJECT.

A Lump Sum Fee of: Seventeen Thousand Eight Hundred Sixty-Eight and 00/100 Dollars (\$17,868.00) for the Task 9 – Assistance with Input to the Maintenance and Asset Management Systems Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of One Million Forty-One Thousand Two Hundred Ninety-Four and 00/100 Dollars (**\$1,041,294.00**) 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 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 Twenty Thousand and 00/100 Dollars (**\$20,000.00**) for all assignments performed.

7.3 Total agreement amount One Million Sixty-One Thousand Two Hundred Ninety-Four and 00/100 Dollars (**\$1,061,294.00**).

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 twenty-one (21) days.

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

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

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

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

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

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

**SECTION 11  
SATISFACTORY PERFORMANCE**

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

**SECTION 12  
RESOLUTION OF DISAGREEMENTS**

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

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

**SECTION 13  
CONSULTANT'S ACCOUNTING RECORDS**

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

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

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

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

**SECTION 14  
OWNERSHIP OF PROJECT DOCUMENTS**

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

**SECTION 15  
INSURANCE COVERAGE AND INDEMNIFICATION**

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

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

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

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

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

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

**SECTION 18  
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19  
TRUTH IN NEGOTIATIONS**

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

**SECTION 20  
SUCCESSORS AND ASSIGNS**

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

**SECTION 21  
INTEREST ON JUDGMENTS**

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

**SECTION 22  
TERMINATION OF AGREEMENT**

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

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

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

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

**SECTION 23  
AGREEMENT TERM**

This Agreement will become effective on the date of execution first written above and shall remain in effect for 1,095 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: Hazen and Sawyer, P.C.

PINELLAS COUNTY, by and through its Board of County Commissioners

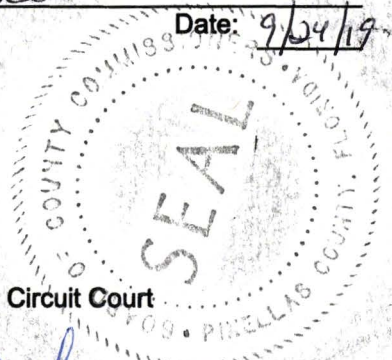
By: [Signature]  
Print Name: Andre Dieffenhaller  
Title: Vice President Date: 8/14/19

By: Karen Seel  
Name Date: 9/24/19  
Chairman

[Signature]  
CRAIG A. WELLS  
ASSOCIATE VICE PRESIDENT 8/14/19

ATTEST:  
Ken Burke, clerk of the Circuit Court

By: [Signature]  
Deputy Clerk Date: 9-24-19



APPROVED AS TO FORM

By: [Signature]  
Office of the County Attorney

## EXHIBIT A

### SCOPE OF SERVICES

#### **Design, Permitting, Bidding and Construction Services for the Denitrification Filter Rehab at South Cross Bayou WRF**

#### INTRODUCTION

The overall objective of this project is to provide the South Cross Bayou Water Reclamation Facility with a rehabilitated TETRA Denite® DeepBed™ Filtration System (Denite System) that will operate within the confines of the existing permit limitations while providing a more reliable system requiring less maintenance. These services are needed as the existing system is experiencing multiple failures with respect to instrumentation, mechanical, process, chemical feed and media components. The Denite system aids in the process of removing nutrients and suspended solids. The system achieves this with the injection of Methanol, an organic carbon source, to the wastewater at the influent piping of the Denite system. As the methanol-enriched wastewater is filtered through the filter media, facultative-anaerobic microorganisms growing on the surface of the sand convert the nitrate-nitrogen to gaseous nitrogen as they consume methanol. Water and air are intermittently pumped back through the sand to dislodge trapped nitrogen gas and backwash the media.

The Denite system was originally commissioned in 2001, and the following items are approaching the end of their useful life and are in need of replacement: all instrumentation devices inclusive of those responsible for FDEP Reporting and methanol dosing, blowers, pneumatically actuated valves, methanol feed system, Supervisory Control and Data Acquisition (SCADA), control panels, Programmable Logic Controllers, influent and effluent flow meters. The existing filter media and facility underdrain system will be evaluated for replacement as part of this Scope of work.

Pinellas County Utilities selected Hazen and Sawyer (CONSULTANT) to develop construction documents to rehabilitate the existing filters, which includes the planning, design, permitting and construction administration services. The specific components included as part of this scope of services include:

- Denite facility blower and air piping improvements.
- Denite facility process valve operators replacement from pneumatic to electric actuators.
- Methanol Facility Chemical Feed Improvements
- Denite facility pre-treatment and post-treatment chemical analyzer improvements.
- Denite facility influent, effluent and backwash magmeter improvements.
- Denite facility influent line dismantling coupling improvements.
- Denite facility mudwell discharge valve and mudwell flow control improvements.
- Denite filter underdrain system rehabilitation.
- Instrumentation and Control, SCADA, Human Machine Interface improvements for Denite and Methanol facility.

## **DETAILED SCOPE OF SERVICES:**

The CONSULTANT shall perform the following tasks under this contract:

**Task 1- Project Management:** The CONSULTANT will develop and maintain project documents and associated activities throughout the estimated 45-month project duration.

**Task 1.1- Project Set-up:** CONSULTANT will develop and maintain project schedule, project management plan, QA/QC plan, safety plan (for engineering services only), and hard and electronic file systems.

**Task 1.2- Invoicing and Status Updates:** CONSULTANT will provide monthly progress reports to COUNTY staff during the duration of project. CONSULTANT will also coordinate with sub consultants and submit monthly invoices.

**Task 1.3- Coordination:** CONSULTANT will coordinate with the COUNTY's Project Manager throughout the project duration which includes phone calls, emails and monthly progress meetings.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 1, and will include the following:

- Project Schedule (monthly updates)
- Project Management Plan
- QA/QC Plan
- Safety Plan
- Invoice and Status Updates (monthly)
- Monthly Progress Meeting and Phone Notes
- Monthly Draw Schedule

## **Task 2- Preliminary Engineering**

**Task 2.1- Kickoff Meeting and Workshops:** The CONSULTANT will conduct up to four (4) workshops during the preparation of the preliminary engineering documents to coordinate project activities, acquire information and gain clear direction from the COUNTY stakeholders including the Pinellas County Purchasing Department (PROCUREMENT). A project kickoff meeting will also be held at the beginning of the preliminary engineering phase. CONSULTANT will prepare meeting notes and distribute accordingly. The CONSULTANT will provide the following workshops:

- Denite and Methanol facility conditions assessment evaluation.
- Holistic evaluation of SCBWRF for nutrient removal and Denite facility loading.
- Denite and methanol facility instrumentation and controls
- Review of DRAFT PER including proposed improvements, sequence of construction and MOPO.

**Task 2.2- Data Collection and Review:** The CONSULTANT will coordinate with the COUNTY to obtain and review information that will be used to assist in the development of the design for the project, which may include, but not limited to the following:

- Drawings, manufacturer field reports, programming information, O&M manuals, maintenance logs, permits, operating data, SCADA data, sketches and photos of past and ongoing improvements considered relevant to this project.
- Any recent reports or studies of the SCBWRF biological nutrient removal process to fully understand the nutrient loading to the Denite facility.
- Copy of the native file of the SCBWRF current GPS-X model
- Current and future staffing levels, and operating budget information
- Recent survey data and subsurface utility information in the immediate vicinity of the denitrification filter area

This task includes 2 site visits by the key design team members to verify as-builts and review the data with O&M staff.

The following reports and information have been provided by the COUNTY to date:

1. South Cross Bayou Water Reclamation Facility II B Improvements Drawings
2. SCB Denitrification System Manual
3. Severn Trent Services Operation and Maintenance Manual
4. Filter Feed Operations and Maintenance Manual
5. Severn Trent Services SCB Filter Inspection October 22-24, 2014
6. De Nora Water Technologies SCB Filter Inspection January 14, 2016
7. De Nora Water Technologies SCB Filter Inspection May 9-10, 2018
8. SCB AWRF South Train and Blower Evaluation April 3, 2019
9. Model Calibration and Treatment Process Alternatives Evaluation for SCB AWRF December 19, 2018
10. Treatment Process Model for SCB WRF March 18, 2016

**Task 2.3- Preliminary Evaluation and Assessment:** Upon review of the existing data, the following activities will be completed to assess the overall condition of the existing assets, overall performance of the plant as it relates to nutrient loading, and hydraulics, which could impact the design improvements:

**Task 2.3.1 – Field Investigation.** CONSULTANT shall perform field investigations of the existing facility to evaluate the mudwell discharge valves (HV-0704A and HV-0704B), flow control valve (FCV 0704), influent line dismantling coupling, air piping system and existing air piping restraint joints. Field investigations efforts to be inclusive of the methanol facility storage, pumping, above grade points of injection and control equipment. The CONSULTANT shall evaluate the existing fire suppression system for the Methanol facility and confirm that it meets current code requirements. This task assumes 1 day in the field for 5 design professionals for the condition assessment.

**Task 2.3.2 – Confirmation of Process Improvements.** CONSULTANT shall use the COUNTY's calibrated GPS-X model prepared by others to review and confirm the process improvement recommendations as it relates to reducing the nutrient loading on the fitters. The intent is to provide confidence in the recommendations and the potential impact on the denitrification filter performance. Additional recommendations will be made as part of this task based on the review of the model. The CONSULTANT shall provide a holistic evaluation of the plant process to optimize carbon consumption upstream of the Denite facility to reduce the need for supplemental carbon.

**Task 2.3.3 – Evaluation of Alternate Carbon Sources.** The CONSULTANT shall use the model from Task 2.3.2 to evaluate the use of 2 other carbon sources in lieu of methanol. This includes the considerations of potential upstream modifications based on Task 2.3.2 to reduce the nutrient loading and the cost/benefit of making those modifications versus installing a larger supplemental carbon source. This task will include a recommendation and advantages of switching the carbon source if applicable. The current scope of services assumes that methanol will remain as the carbon source, but if an alternative source is determined to be more cost effective, the CONSULTANT will submit an amendment to this scope if necessary.

**Task 2.3.4 – Hydraulic Impacts.** The CONSULTANT shall evaluate the existing hydraulic conditions of the Denite facility and the impacts of the proposed operational changes on the two downstream facilities (UV Facility and Chlorine Contact Chamber Facility). The operational control of the Denite facility may change based on the proposed mechanical and process improvements, which may impact the hydraulic downstream flow conditions especially under low flow conditions. This task will identify potential issues and recommend modifications for improvements to mitigate the potential issues. Any recommended modifications are not included in design phase of this scope of work.

**Task 2.3.5 – Resiliency Impacts.** CONSULTANT will evaluate the area around the Denitrification Facility to determine its vulnerability to climate change impacts and storm surge. The evaluation will be completed in accordance with EPA's Resilient Strategies Guide for Water Utilities. Evaluation will be completed for a Category 3, 4 and 5 storm surge at a tide equal to mean higher high water (MHHW) with projected sea level rise for the region using the NOAA high curve out to year 2050. Recommendation for hardening the facility will be included as part of this task but are currently not included as part of the detailed design phase.

**Task 2.4 - Draft Preliminary Engineering Report (PER):** Based on the information gathered from Tasks 2.1 and 2.2, the CONSULTANT will prepare and submit five (5) hard copies and one electronic copy of the Draft PER for the COUNTY's review and comment. The Draft PER will include the following items and recommendations:

- Background information and data summary including current filter operation and conditions.
- Summary of the evaluation of existing GPS-X model, inclusive of performed sensitivity analysis results, future improvements for carbon optimization and recommended process improvements.

## Pinellas County Denitrification Filter Rehab SOW

- Recommendation of replacement of sand, media, sump cover and underdrain system. This includes the existing mudwell discharge valves, facility discharge flow control valve, influent line dismantling coupling, facility airpiping system and existing air piping restraint joints, influent/effluent/backwash magmeter improvements.
- Recommendations for the replacement of the existing blowers with more efficient blowers, which includes blower room cooling improvements.
- Recommendation for the methanol feed system including metering, dosing, fall protection improvements and fire suppression system to comply with current code requirements.
- Recommendation for hardening the facility based on the climate change assessment.
- Recommendations for potential changes to operational control as it relates to the existing pneumatically operated valves, controls, and compressor, and the need for replacement with electric actuators and valves.
- Recommendations for the replacement of all operational instrumentation equipment, inclusive of existing control panels (UCP 0701, 0701A and 0701B).
- Summary of operational sequences in accordance with DeNora's recommendations and plant staff interviews of the methanol facility and Denite facility.
- Summary of flow control improvements to the UV facility and CCC facility. Efforts to be inclusive of surcharged flow control operating conditions.
- Sequence of construction and maintenance of operations requirements
- Overall project schedule
- Opinion of probable construction cost

CONSULTANT shall produce the PER, which will include appendices containing relevant project information, 30% plans (1 Site, 1 Structural, 3 Mechanical, 2 Electrical, and 2 PID sheets) and equipment datasheets for major components. CONSULTANT to provide an estimate of probable construction costs, ASCE Class 3, and an updated design and construction schedule. PER shall also include a preliminary sequence of construction and maintenance of plant operations (MOPO) with the filters to remain in service throughout the project duration.

**Task 2.5 - Final Preliminary Engineering Report:** The CONSULTANT will incorporate comments from the review meeting and prepare the Final PER. Five (5) signed & sealed hard copies and one (1) electronic file of the Final PER will be submitted to the COUNTY. A comment and response letter will be submitted with the Final PER to demonstrate that all of the COUNTY's comments have been addressed from the draft submittal.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 2, and will include the following:

- Site field notes, Meeting Notes
- Workshop Outlines and notes
- PER, Draft and Final

### **Task 3- Detailed Design Services**

**Task 3.1- 75% Design Documents:** Based on the design and recommendations agreed upon in the PER, CONSULTANT will prepare 75% design drawings, specifications, updated schedule and opinion of probable construction costs for COUNTY review and comment. The specifications will include the requirements from the terms of the funding. Quality control and quality assurance of the 75% Submittal Package will be conducted by a technical specialist not directly involved with the project in accordance with CONSULTANT's QA/QC procedures. This task includes the following main activities:

75% level technical specifications for the construction of the new components and facilities, and 75% construction drawings in AutoCad Civil 3D, which will include the following:

- Cover, General Notes, Index, Symbols and Legend Sheets
- Civil/Site Plans showing locations of proposed facilities. Plans will include overall layout of site showing locations of existing and proposed facilities.
- Yard Piping Plans for the proposed improvements.
- Mechanical/Process Plans for the proposed facilities. The mechanical plans will include notes, plans, and schematics necessary for the items outlined herein.
- Electrical Plans including single line diagrams, electrical site plans, motor control center modifications, schedule and details.
- Instrumentation Plans including Process & Instrumentation diagrams for integration of the new equipment into the existing facility.
- Structural Plans including equipment foundations, maintenance pads, notes and details.

The 75% Submittal package will be prepared and submitted to the COUNTY for review and comment. The submittal will include five (5) hard copies of the submittal package will be provided to the COUNTY. One (1) CD with PDF format of the 75% submittal package will also be provided.

CONSULTANT will prepare an agenda and meet with COUNTY staff to review comments on the 75% Submittal Package. CONSULTANT will incorporate relevant comments into the Final Design Submittal Package. CONSULTANT will prepare meeting notes and distribute accordingly. A comment and response letter to the COUNTY's comments will be submitted with the Final Submittal Package to demonstrate that all of the comments from the 75% review meeting are addressed.

**Task 3.2- Interim Design Workshop:** Based on the COUNTY's 75% review comments and discussions held at the 75% review meeting, CONSULTANT will hold a workshop to advance the 75% Design Document to 100% completion. The intent of the workshop is to work through major design decisions, MOPO and sequence of construction prior to the final design submittal. Efforts to include updates to the drawings, technical specifications, project schedule and opinion of probable cost, AACE Class 3.

**Task 3.3- Final Design Documents:** Based on the COUNTY's 75% review comments and discussions held during the interim design workshop meeting, the CONSULTANT will advance the 75% Design Document to 100% complete (final design), which includes the update drawings, technical specifications, project schedule and opinion of probable cost, AACE Class 2. Quality control and quality assurance of the Final submittal documents will be conducted by a technical specialist not directly involved with the project in accordance with CONSULTANT's QA/QC procedures

The Final Submittal Package will be prepared and submitted to the COUNTY and permitting agencies for review and comment. The submittal will include five (5) hard copies of the submittal package will be provided to the COUNTY. One (1) CD with PDF format of the submittal package will be provided.

**Task 3.4- Instrumentation and Controls Review and Coordination:** CONSULTANT will provide the following integration coordination review services during the preliminary phases of the project as the County currently upgrades its existing PLC:

- Review requirements to modify the existing PLC program to accommodate the I/O hardware changes being proposed as part of the project.
- Coordination between software provided by existing filter manufacturer and the COUNTY's SCADA system.

This task includes preparation of a brief memorandum summarizing the results of the review and pertinent recommendations. The level of effort for this task is limited to the budget identified in the fee schedule. Details for transferring from the existing PLC to a new PLC are included under Tasks 3.2 and 3.3.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 3, and will include the following:

- Meeting Notes, one (1) hard copy and one (1) electronic format (PDF).
- 75% Submittal Documents (Drawings, Specifications, Engineer's Opinion of Probable Construction Cost, Updated Schedule)
- Interim Workshop Meeting Minutes
- Final Design Submittal Documents to be used as the 'bid set' (Drawings, Specifications, Engineer's Opinion of Probable Construction Cost, Updated Schedule, Comment and Response Letter)

#### **Task 4- Permitting Assistance**

The CONSULTANT will assist the COUNTY with the following permits for the construction of the Denitrification filter rehabilitation:

**Task 4.1- Environmental Resource Permit:** The CONSULTANT will prepare and submit an ERP application package to obtain an exemption letter. The COUNTY shall provide the review fee of \$100.

**Task 4.2- Building Permits:** The CONSULTANT will prepare and submit the building department permit application with 3 signed and sealed sets of full-size drawings to begin the review process. The successful Contractor shall be responsible for obtaining the building permits and paying the associated fees. The COUNTY shall provide the review fee of \$575. No meetings are assumed as part of this task.



**Task 4.3- FDEP Minor Revision to the Wastewater Facility Operating Permit:** The CONSULTANT will prepare and submit the application to receive a permit minor modification. This task includes responding to one RAI. The County shall provide the review fee of \$1000.

**Task 4.4- County Site Review:** The CONSULTANT will prepare and submit the site review packet to obtain site development approval. It is assumed there are no meetings or review fees associated with this effort.

The CONSULTANT will be responsible for providing responses to Request for additional information in order to complete all permitting efforts.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 4, and will include the following:

- Environmental Resource Permit Packet and Permit
- Building Permit Packet
- FDEP Permit Packet and Permit
- Site Review Packet
- RAI Responses

#### **Task 5- Bidding Assistance**

**Task 5.1 - Addenda:** CONSULTANT will receive, evaluate and log all written bidder inquiries and prepare and issue addenda responses as required and agreed with the COUNTY's Project Manager including required revisions to construction plans and specifications for the project.

**Task 5.2 - Bid Evaluation:** CONSULTANT will assist with the preparation of a certified tabulation and review the bids for completeness. CONSULTANT will prepare a letter of recommendation for the COUNTY to use in awarding the contract.

**Task 5.3 - Conformed Documents:** CONSULTANT will prepare two (2) complete sets of conformed documents (plans and specifications) for construction that will be signed and sealed and will submit to the COUNTY in digital format (CADD and pdf files) for the conformed documents.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 5, and will include the following:

- Addenda and RAI Responses
- Bid Evaluation and Recommendation
- Conformed Documents (Drawings and Specifications)

#### **Task 6- Engineering Services During Construction**

This task is based on the assumption that the COUNTY will provide a qualified Resident Inspector, who is experienced with wastewater treatment plant construction, during the entire course of construction activities at the site. It is also assumed that the COUNTY will provide a Project Manager to provide all construction administration and management, as well as all coordination with the COUNTY's Resident Inspector and the Contractor on a daily basis. It is the intent of the services outlined below to provide sufficient engineering oversight for CONSULTANT to certify to the Florida Department of Environmental Protection that the work was constructed in substantial compliance with the contract drawings and design intent.

CONSULTANT will rely on the COUNTY's daily inspection reports, photography, observations, monitoring and recording of installed quantities of work, and reports of workmanship to complete its services described below and to certify the project. The construction period for this project is estimated to be 520 calendar days. Specific subtasks as part of this task include:

**Task 6.1- Pre-Construction Meeting:** CONSULTANT will attend the pre-construction meeting. Construction procedures and lines of communication will be established.

Minutes of the meeting will be developed and provided to the attendees by the CONSULTANT.

**Task 6.2- Pay Applications:** CONSULTANT will review monthly payment applications for accuracy and evaluate the request compared to the progress observed by the COUNTY's Resident Inspector and recommend payment. This includes reviewing pay applications to comply with the funding requirements.

**Task 6.3- Shop Drawing, Materials and Testing Submittals:** CONSULTANT will establish and administer a procedure for receiving and tracking submittals including long lead time items made by the Contractor. Hazen will prepare a schedule of anticipated submittals at the onset of the project. For budgetary purposes the following major submittals are anticipated: lower, Valves, Valve actuators, Pipe, Victaulic Air pipe restraints, Dismantling coupling, Pipe fittings, Pipe supports, Bypass plan, Filter Media, Filter Underdrain, Blower Room Fan, Louvers, Magmeters, Control Valves, Level transmitters, Methanol pumps, Methanol meter, Filter pre/post chemical analyzers, Fall protection, Fire Suppression, cable/conduit, switch gear, electrical panel layout/diagram, I&C, and VFD. Services will be provided for technical review of these (24) major shop drawing submittals plus re-submittals of detailed construction drawings, erection drawings and other submittals. Shop drawings will be reviewed for compliance with the funding requirements. Copies of submittal reviews will be provided to the COUNTY and the Contractor.

**Task 6.4- RAI Clarifications, Change Orders and Allowance Releases:** CONSULTANT will respond to requests for additional information and/or clarification by the Contractor, coordinate the resolution of issues during construction, assist the COUNTY in corresponding with the Contractor and Regulatory personnel, assist the COUNTY in preparing field directives, and assist the COUNTY in preparing change orders, if necessary.

**Task 6.5- Periodic Site Visits:** CONSULTANT will conduct periodic site visits to assess the overall construction progress and to observe major construction events. These visits will be conducted on an average of 8 hours per week during the 20-month (65-week) active construction period. These services will be adjusted as necessary to be on site during key construction activities; while less time will be needed during mobilization, demobilization and other routine construction activities. CONSULTANT will prepare written summaries of the visits to the COUNTY. CONSULTANT shall coordinate the weekly inspection visit with the schedule meeting when possible. The CONSULTANT shall attend monthly progress meetings, 24 meetings are projected to be attended.

CONSULTANT will be responsible for preparing and distributing the logs, agenda and minutes for these meetings.

**Task 6.6- Walkthroughs and Punch Lists:** Upon notification of substantial completion of the entire project from the Contractor and confirmation from the COUNTY, CONSULTANT and Project Manager will conduct a walkthrough of the completed work to identify deficiencies. Once the walk through is complete, CONSULTANT will prepare a punch list of items to be addressed/completed by the Contractor. Once the Contractor has completed the punch list items with concurrence from the COUNTY, the CONSULTANT will conduct a final walk through to verify the work. If additional items are identified the CONSULTANT will prepare a final punch list to be completed by the Contractor and approved by the COUNTY.

**Task 6.7- Record Drawings:** CONSULTANT shall prepare Record Drawings, "as built" information supplied by the Contractor and observation reports of construction and annotated photo album supplied by the Resident Inspector. Accurately identify all field changes, material substitutions, and any other modifications made during the construction process. Provide the COUNTY an AutoCAD Civil 3D drawing file in electronic format, and five (5) signed and sealed hard copies of the drawing to be used as the official Record Drawings for the project.

**Task 6.8- Project Closeout:** CONSULTANT will assist the COUNTY in closing out of the project. The Contractor's final application for payment will be reviewed and a final change order will be prepared for the COUNTY. Upon completion of construction, Record Drawings will be certified, and the associated documents will be submitted to the regulatory agencies as required.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 6, and will include the following:

- Meeting Notes, one (1) hard copy and one (1) electronic format (PDF).
- Pay Applications and Allowance Releases, two (2) executed hard copies and one (1) electronic format (PDF).
- Shop Drawings, four (4) hard copies and one (1) electronic format (PDF).
- RAI Responses, Field Directives, Change Orders, Materials Testing Results, Site Visit Reports, Project Closeout Documents and Punch Lists, two (2) hard copies and one (1) electronic format (PDF).
- Record Drawings, five (5) executed hard copies and one (1) electronic format (PDF, Civil 3D AutoCAD file).

## **Task 7- Assistance During Functional Testing, Startup, Commissioning, Performance and Acceptance Testing**

**Task 7.1- Startup Assistance.** CONSULTANT will assist in the startup, testing and coordination of mechanical systems, instrumentation, electrical, controls and communication systems. For the purpose of this proposal it is anticipated that two engineers (mechanical and instrumentation) will need to be present during startup for twelve (12) full days or a total of 192 hours for startup of systems on this project.

CONSULTANT will provide documentation of observations conducted and actions taken during these activities.

**Task 7.2 – I/O Checkout.** CONSULTANT will test the I/O after the Contractor has completed all connections to the SCADA system. During the test, CONSULTANT will verify signals within the SCADA HMI. CONSULTANT will coordinate the start-up and programming (by others) with COUNTY personnel and the Contractor.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 7, and will include the following:

- Startup and Commissioning Documentation

## **Task 8- Preparation of O&M Manual Supplement and Revisions to SCBWRP Master O&M Manual; Conduct Operations Training**

**Task 8.1 – O&M Manuals.** CONSULTANT will prepare draft and final O&M Manual Supplement for the new equipment and provide draft and final revisions to the plant's master O&M manual as it relates to the upgraded filters and chemical feed systems. Deliverables for submittals will be five (5) hard copies and one electronic copy in PDF format.

**Task 8.2 – Training.** CONSULTANT will prepare training outline for review and conduct training sessions to orient O&M staff to the new equipment with startup. CONSULTANT will coordinate these sessions with training by the major manufacturers' representatives. Two 4-hour training sessions are assumed.

CONSULTANT will also provide training services covering the modified PLC, system software logic, and operation. CONSULTANT will provide two (2) three-hour training sessions to train the operations and maintenance staff on the new software configurations and control logic with the PLC and SCADA. CONSULTANT will provide a HMI (human machine interface) operational description of how the screens and control logic operate.

**Deliverables:** CONSULTANT will prepare and submit to the COUNTY project deliverables in both hard copy and electronic formats under Task 8, and will include the following:

- Supplemental O&M Documents
- Revised plant master O&M Manual

## **Task 9- Assistance with Input to the Maintenance and Asset Management Systems**

**Task 9.1 – Asset Management System Assistance.** CONSULTANT shall provide assistance information and tagging per the COUNTY direction and standards with an allowance of up to 80 hours of a project engineering, and up to 24 hours of senior engineering supervision. The CONSULTANT will input the required project tags and equipment data to the COUNTY's maintenance and asset management systems.

**ASSUMPTIONS**

The Scope of Services assumes the following:

- No additional survey or SUE work.
- Does not include alternative carbon source piloting, permitting or design services. Scope of work is to assess the viability of an alternative carbon source.
- Does not include any additional modifications or improvements to Filter Feed Facility, Denite Backwash pumps, UV Facility or Chlorine Contact Chamber Facility.
- Does not include additional design services for hardening measures of other facilities besides the Denite facility and the Methanol facility.
- No additional calibration or verification of the existing GPS-X model.
- Assistance with compliance with the funding requirements will be limited to including the requirements in the specifications and reviewing the pay applications and submittals. The County will be responsible for complying with all other funding requirements.

**DELIVERABLES**

Hazen will prepare and submit the following Deliverables:

Task	Deliverable	No. of Copies
Task 1 - Project Management	Project Schedule	1 Hard Copy, 1 Electronic PDF Copy
	Project Management Plan	
	QA/QC Plan	
	Safety Plan	
	Invoice and Status Updates	
	Meeting and Phone Notes	
Task 2 - Preliminary Engineering	Site Field Notes	1 Hard Copy, 1 Electronic PDF Copy
	Meeting Minutes/Notes	
	Workshop Outlines/Notes	
	Draft PER	5 Hard Copies, 1 Electronic PDF Copy
	Final PER	
Task 3 - Design Services	Meeting Notes	1 Hard Copy, 1 Electronic PDF Copy
	75% Submittal Drawings, Specifications, EOOPC, Updated Schedule, Review Meeting Comments and Response Ltr	5 Hard Copies, 1 Electronic PDF Copy

Pinellas County Denitrification Filter Rehab SOW

Task	Deliverable	No. of Copies
	Meeting Notes	1 Hard Copy, 1 Electronic PDF Copy
	100% Submittal Drawings, Specifications, EOPCC, Updated Schedule, Review Meeting Comments and Response Ltr	5 Hard Copies, 1 Electronic PDF Copy
Task 4 - Permitting Assistance	Meeting Notes	1 Hard Copy, 1 Electronic PDF Copy
	ERP Packet	
	Environmental Permit	
	Building Permit Packet	4 Executed Hard Copies and 1 Electronic PDF
	FDEP Permit Packet	1 Hard Copy, 1 Electronic PDF Copy
	FDEP permit	
	Site Review Package	
RAI Response		
Task 5 - Bidding Assistance	Meeting Notes	1 Hard Copy, 1 Electronic PDF Copy
	Addenda and RAI Responses	2 Hard Copies, and 1 Electronic PDF
	Bid Evaluation and Recommendation	2 Executed Hard Copies and 1 Electronic Format (PDF, Excel, Word)
	Conformed Documents	2 Hard Copies, and 1 Electronic PDF
Task 6 - Engineering Services During Construction	Meeting Notes	1 Hard Copy, 1 Electronic PDF Copy
	Pay Applications and Allowance Releases	2 Executed Hard Copies and 1 Electronic Format (PDF)
	Shop Drawings	4 Hard Copies and 1 Electronic PDF
	RAI Responses, Site Visit Reports, Project Closeout Documents and Punch Lists	2 Hard Copies, and 1 Electronic PDF
	Record Drawings	5 Executed Hard Copies and 1 Electronic (PDF, Civil 3D AutoCAD file)

Pinellas County Denitrification Filter Rehab SOW

Task	Deliverable	No. of Copies
	Logs	10 hard copies of the submittal log, RFI log and change order log at each progress meeting
Task 7 - Startup, Commissioning, Performance and Acceptance Testing	Startup and Commissioning Document	2 Hard Copies, and 1 Electronic PDF
Task 8 O&M Manual and Training	Supplemental O&M Document	5 Hard Copies, 1 Electronic PDF Copy
	Revised Plant Master O&M Manual	1 Electronic form (MS Word)
Task 9 Maintenance and Asset Management System	Equipment Data and Tags	1 Hard Copy, 1 Electronic Copy

**SCHEDULE**

Hazen will adhere to the following schedule requirements per tasks in weeks from NTP:

Task	Duration in Weeks	Estimated Completion from NTP (months)
Task 1 – Project Management	191	45
Task 2 - Preliminary Engineering	34	8
Task 3 – Detailed Design Services	31	15
Task 4 – Permitting Assistance	24	17
Task 5 – Bidding Assistance	9	18
Task 6 - Engineering Services During Construction	100	42
Task 7 – Startup, Commissioning, Performance and Acceptance Testing	12	42
Task 8 – O&M Manual and Training	25	43
Task 9 – Asset Management System Assistance	9	45

**COMPENSATION**

For the Scope of Services described in this agreement the CONSULTANT shall be compensated on a lump sum basis for Task 1 through 5 and on a time and materials basis for:

<b>Task</b>	<b>Upset Limit</b>
Task 1 – Project Management	\$69,208
Task 2 – Preliminary Engineering	\$246,183
Task 3 – Detailed Design Services	\$292,111
Task 4 – Permitting Assistance	\$27,592
Task 5 – Bidding Assistance	\$28,333
Task 6 – Engineering Services During Construction	\$259,818
Task 7 – Startup, Commissioning, Performance and Acceptance Testing	\$50,716
Task 8 – O&M Manual and Training	\$49,485
Task 9 – Maintenance and Asset Management System	\$17,868
<b>Total Project Estimate</b>	<b>\$1,041,294</b>
County Allowance	\$20,000

Task 6 through 9 for a total amount of \$1,041,294. The fee also includes an Owner's Allowance of \$20,000 for a project total cost of \$1,061,294. The Owner's Allowance can only be used after approval by the COUNTY's Project Manager.



**Attachment 1 - Task and Fee Proposal  
Pinellas County Denite Facility Rehab  
Professional Engineering Services**

6/29/2019

Tasks	Principal in Charge	Principal Engineer (QA/QC)	Principal Engineer	Project Manager	Senior Engineer	Project Engineer	Staff Engineer	Sr. Designer	Clerical	Labor Hours	Labor Dollars	Sub	Total ODCs	Total Dollars
(Hourly Rates)	\$239	\$228	\$228	\$190	\$185	\$146	\$128	\$126	\$79					
<b>Task 1 - Project Management</b>														
1.1 Project Set Up	4	4		16		24			8	56	\$9,044	\$0	\$0	\$9,044
1.2 Manage Budget and Subconsultant	8			46					46	100	\$14,286	\$8,322	\$8,322	\$22,608
1.3 Project Coordination	24			90		90			20	224	\$37,556	\$0	\$0	\$37,556
<b>TASK 1 TOTAL</b>	<b>36</b>	<b>4</b>	<b>0</b>	<b>152</b>	<b>0</b>	<b>114</b>	<b>0</b>	<b>0</b>	<b>74</b>	<b>380</b>	<b>\$60,886</b>	<b>\$8,322</b>	<b>\$8,322</b>	<b>\$69,208</b>
<b>Task 2 - Preliminary Engineering</b>														
2.1 Workshops and Meetings	10	0	20	48	40	68	0	20	8	214	\$36,550	\$10,645	\$10,645	\$47,195
2.2 Data Collection and Review	2	4	12	24	28	44	40	32	2	188	\$29,600	\$0	\$0	\$29,600
2.3 Preliminary Evaluation and Assessment	4	10	56	36	86	116	80	0	0	388	\$65,930	\$7,400	\$7,400	\$73,330
2.4 Preliminary Engineering Report	8	12	48	60	32	64	104	96	8	432	\$68,296	\$10,601	\$10,601	\$78,897
2.5 Final Preliminary Design Report	2	4	4	12	4	16	24	24	4	94	\$14,070	\$3,091	\$3,091	\$17,161
<b>TASK 2 TOTAL</b>	<b>26</b>	<b>30</b>	<b>140</b>	<b>180</b>	<b>190</b>	<b>308</b>	<b>248</b>	<b>172</b>	<b>22</b>	<b>1316</b>	<b>\$214,446</b>	<b>\$31,737</b>	<b>\$31,737</b>	<b>\$246,183</b>
<b>Task 3 Design Phase</b>														
3.1 75% Design Phase	12	38	66	66	70	128	172	256	40	848	\$128,190	\$61,812	\$61,812	\$190,002
3.2 Interim Design Workshop	2		8	8	0	16	20	22	4	80	\$11,806	\$6,930	\$6,930	\$18,736
3.3 100% Design Phase	8	8	20	40	60	88	40	160	12	436	\$66,072	\$3,021	\$3,021	\$69,093
3.4 Instrumentation and Control Coordination			30	8						38	\$8,360	\$5,920	\$5,920	\$14,280
<b>TASK 3 TOTAL</b>	<b>22</b>	<b>46</b>	<b>124</b>	<b>122</b>	<b>130</b>	<b>232</b>	<b>232</b>	<b>438</b>	<b>56</b>	<b>1402</b>	<b>\$214,428</b>	<b>\$77,683</b>	<b>\$77,683</b>	<b>\$292,111</b>
<b>Task 4 Permitting Assistance</b>														
4.1 ERP				12			16		2	30	\$4,486	\$0	\$0	\$4,486
4.2 Building Permit Assistance	1		4	12	4	16	8	4	4	53	\$8,351	\$0	\$0	\$8,351
4.3 FDEP Minor Revision Permit Mod				8		24	8		4	44	\$6,364	\$0	\$0	\$6,364
4.4 County Site Review	1		4	16		16	8	4	4	53	\$8,371	\$0	\$0	\$8,371
<b>TASK 4 TOTAL</b>	<b>2</b>	<b>0</b>	<b>8</b>	<b>48</b>	<b>4</b>	<b>56</b>	<b>40</b>	<b>8</b>	<b>14</b>	<b>180</b>	<b>\$27,572</b>	<b>\$0</b>	<b>\$0</b>	<b>\$27,572</b>
<b>Task 5 Bidding Assistance</b>														
5.1 Addenda		2	4	8	4	8	16	16	4	62	\$9,176	\$3,771	\$3,771	\$12,947
5.2 Bid Evaluation	2			4			16		2	24	\$3,444	\$0	\$0	\$3,444
5.3 Conformed Documents			2	6	2	4	12	40	4	70	\$9,442	\$2,500	\$2,500	\$11,942
<b>TASK 5 TOTAL</b>	<b>2</b>	<b>2</b>	<b>6</b>	<b>18</b>	<b>6</b>	<b>12</b>	<b>44</b>	<b>56</b>	<b>10</b>	<b>156</b>	<b>\$22,062</b>	<b>\$6,271</b>	<b>\$6,271</b>	<b>\$28,333</b>
<b>Task 6 Construction Services</b>														
6.1 Pre-Construction Meeting				4	4	8				16	\$2,668	\$2,561	\$2,561	\$5,229
6.2 Payment Applications				24		24			48	96	\$11,424	\$4,320	\$4,320	\$15,744
6.3 Shop Dwg, Materials and testing submittals	2		16	16	24	40	104		8	210	\$31,390	\$6,680	\$6,680	\$38,070
6.4 RAI Clarification, Change Orders and Allowance Release	4		8	8	40	16	32		80	188	\$24,452	\$4,462	\$4,462	\$28,914
6.5 Periodic Site Visits	8		24	96	24	24	176		12	364	\$57,044	\$80,562	\$80,562	\$137,606
6.6 Final Walkthrough and Punch List			8	16		16			4	44	\$7,228	\$4,381	\$4,381	\$11,609
6.7 Record Drawings			2	4	2	8		60	4	80	\$10,630	\$3,480	\$3,480	\$14,110
6.8 Project Closeout	2		2	8	2	12	6		8	40	\$5,976	\$2,560	\$2,560	\$8,536
<b>TASK 6 TOTAL</b>	<b>16</b>	<b>0</b>	<b>60</b>	<b>176</b>	<b>96</b>	<b>108</b>	<b>358</b>	<b>60</b>	<b>164</b>	<b>1038</b>	<b>\$150,812</b>	<b>\$109,006</b>	<b>\$109,006</b>	<b>\$259,818</b>
<b>Task 7 Commissioning Performance and Functional Testing</b>														
7.1 Startup Assistance			136	24						160	\$35,568	\$7,960	\$7,960	\$43,528
7.2 I/O verification			8	8			16		4	36	\$5,708	\$1,480	\$1,480	\$7,188
<b>TASK 7 TOTAL</b>	<b>0</b>	<b>0</b>	<b>144</b>	<b>32</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>4</b>	<b>196</b>	<b>\$41,276</b>	<b>\$9,440</b>	<b>\$9,440</b>	<b>\$50,716</b>
<b>Task 8 O&amp;M, Operations Training</b>														
8.1 Dft. O&M and Final O&M	2	4	16	16	24	40	60	16	8	186	\$28,686	\$5,701	\$5,701	\$34,387
8.2 Facility Staff Training	2		24	8		16		4	12	66	\$11,258	\$3,840	\$3,840	\$15,098
<b>TASK 8 TOTAL</b>	<b>4</b>	<b>4</b>	<b>40</b>	<b>24</b>	<b>24</b>	<b>56</b>	<b>60</b>	<b>20</b>	<b>20</b>	<b>252</b>	<b>\$39,944</b>	<b>\$9,541</b>	<b>\$9,541</b>	<b>\$49,485</b>
<b>Task 9 - Maintenance and Asset Management System</b>														
9.1 - Asset Management System Assistance				8	24	40	40		12	124	\$17,868	\$0	\$0	\$17,868
<b>TASK 9 TOTAL</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>24</b>	<b>40</b>	<b>40</b>	<b>0</b>	<b>12</b>	<b>124</b>	<b>\$17,868</b>	<b>\$0</b>	<b>\$0</b>	<b>\$17,868</b>
<b>SUBTOTAL</b>	<b>108</b>	<b>86</b>	<b>522</b>	<b>760</b>	<b>474</b>	<b>926</b>	<b>1038</b>	<b>754</b>	<b>376</b>	<b>5044</b>	<b>\$789,294</b>	<b>\$251,999</b>	<b>\$251,999</b>	<b>\$1,041,293</b>
	2%	2%	10%	15%	9%	18%	21%	15%	7%					
<b>OWNER'S ALLOWANCE</b>														\$20,000
<b>PROJECT TOTAL</b>														<b>\$1,061,293</b>



South Cross Bayou WRF - Denite Filter Rehab  
 BUDGET FOR PERFORMANCE OF SERVICES  
 WADE TRIM, INC.  
 July 11, 2019

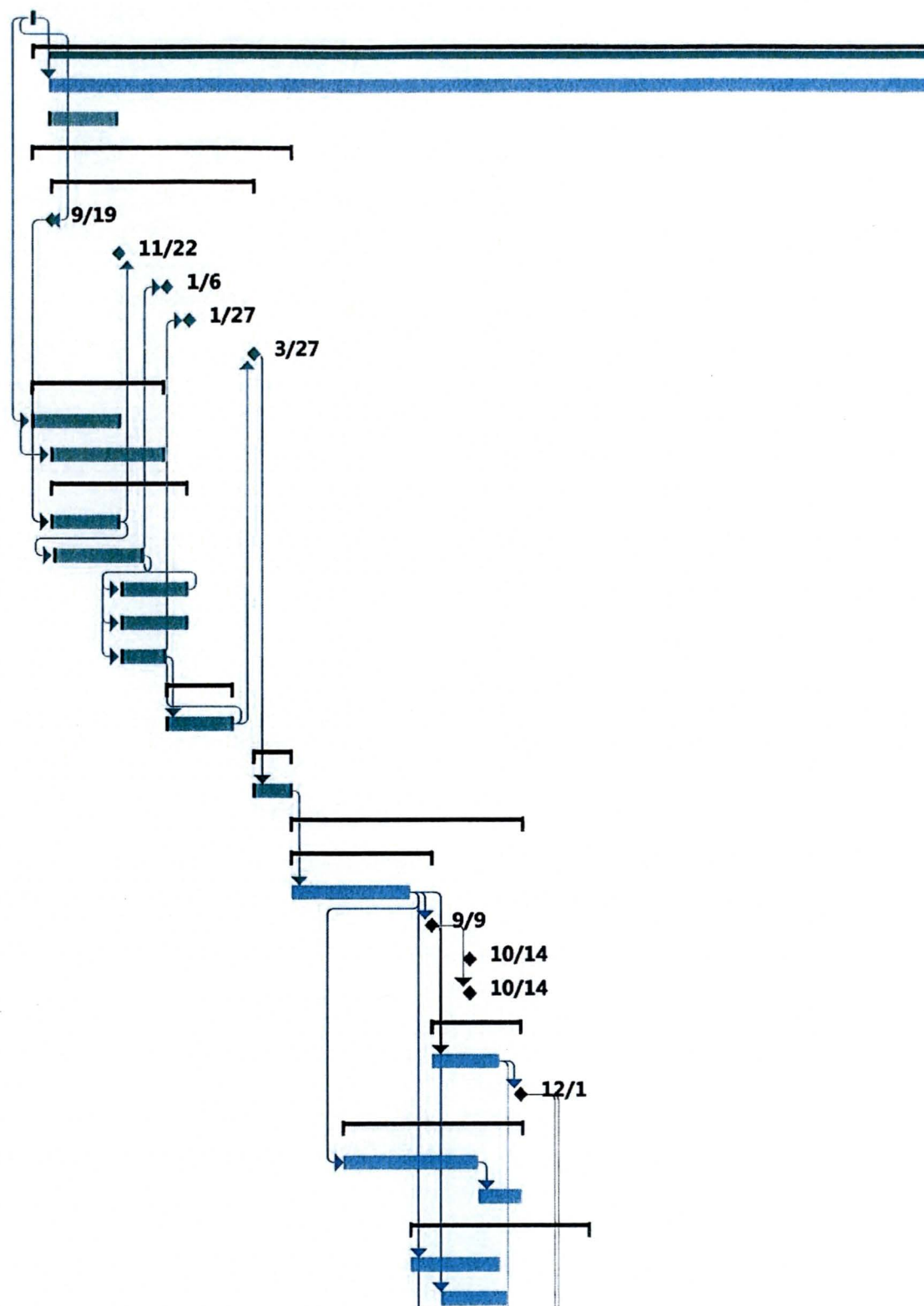
TASK NO.	TASK DESCRIPTION	PRINCIPAL	SR PROJECT MANAGER	SR ENGINEER	PROJECT ENGINEER	SENIOR DESIGNER	DESIGNER	CLERICAL	TOTAL	TOTAL LABOR COST
		\$228.00	\$185.25	\$185.00	\$125.00	\$105.00	\$85.50	\$60.00	MH	
<b>1</b>	<b>Project Management</b>									
1	Project Management	4	40	0	0	0	0	0	44	\$8,322
	<b>SUBTOTAL TASK 1</b>	<b>4</b>	<b>40</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>44</b>	<b>\$8,322</b>
<b>2</b>	<b>Preliminary Engineering</b>									
2.1	Workshops and Meetings	0	20	20	0	0	0	0	40	\$7,405
2.2	Data Collection and Evaluation	0	0	40	0	0	0	0	40	\$7,400
2.3	Draft Preliminary Engineering Report	0	4	28	24	16	0	0	72	\$10,601
2.4	Final Preliminary Engineering Report	0	2	12	4	0	0	0	18	\$3,091
	<b>SUBTOTAL TASK 2</b>	<b>0</b>	<b>26</b>	<b>100</b>	<b>28</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>170</b>	<b>\$28,497</b>
<b>3</b>	<b>Design Services</b>									
3.1	75% Design Documents	0	7	160	165	70	0	22	424	\$60,192
3.2	Interim Design Workshop	0	1	20	15	10	0	2	48	\$6,930
3.4	Final Submittal	0	2	2	0	4	0	4	12	\$1,401
3.3	Instrumentation and Controls Review and Coordination	0	0	32	0	0	0	0	32	\$5,920
	<b>SUBTOTAL TASK 3</b>	<b>0</b>	<b>10</b>	<b>214</b>	<b>180</b>	<b>84</b>	<b>0</b>	<b>28</b>	<b>516</b>	<b>\$74,443</b>
<b>5</b>	<b>Bidding Assistance</b>									
5.2	Addenda	0	2	8	12	4	0	0	26	\$3,771
5.4	Conformed Documents	0	0	4	4	12	0	0	20	\$2,500
	<b>SUBTOTAL TASK 5</b>	<b>0</b>	<b>2</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>\$6,271</b>
<b>6</b>	<b>Engineering Services During Construction</b>									
6.1	Preconstruction Meeting	0	4	4	0	0	0	0	8	\$1,481
6.3	Shop Drawings, Materials and Testing Submittals	0	0	24	16	0	0	4	44	\$6,680
6.4	RAI Clarifications, Change Orders and Allowance Releases	0	8	8	12	0	0	0	28	\$4,462
6.5	Periodic Site Visits	0	8	48	0	0	0	0	56	\$10,362
6.6	Walkthrough and Punch Lists	0	4	8	0	0	0	0	12	\$2,221
6.7	Record Drawings	0	0	8	16	0	0	0	24	\$3,480
6.8	Project Closeout	0	0	8	0	0	0	0	8	\$1,480
	<b>SUBTOTAL TASK 6</b>	<b>0</b>	<b>24</b>	<b>108</b>	<b>44</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>180</b>	<b>\$30,166</b>
<b>7</b>	<b>Assistance During Functional Testing, Startup, Commissioning, Performance and Acceptance Testing</b>									
7.1	Startup and Testing	0	0	8	0	0	0	0	8	\$1,480
7.2	I/O Testing	0	0	8	0	0	0	0	8	\$1,480
	<b>SUBTOTAL TASK 7</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>16</b>	<b>\$2,960</b>
<b>8</b>	<b>Preparation of O&amp;M Manuals, Operations Training</b>									
8.1	O&M Manuals	0	4	8	24	0	0	8	44	\$5,701
8.2	Training Services	0	0	12	0	0	0	0	12	\$2,220
	<b>SUBTOTAL TASK 8</b>	<b>0</b>	<b>4</b>	<b>20</b>	<b>24</b>	<b>0</b>	<b>0</b>	<b>8</b>	<b>56</b>	<b>\$7,921</b>
	<b>GRAND TOTALS</b>	<b>4</b>	<b>82</b>	<b>346</b>	<b>248</b>	<b>116</b>	<b>0</b>	<b>36</b>	<b>832</b>	<b>\$158,579</b>
		0	\$228.00	\$185.25	\$185.00	\$125.00	\$105.00	\$85.50	\$60.00	
	Labor Cost per Category	\$912	\$15,191	\$64,010	\$31,000	\$12,180	\$0	\$2,160		

Task and Fee Proposal - Lane Engineering  
 Pinellas County Denite Facility Rehab  
 Professional Engineering Services

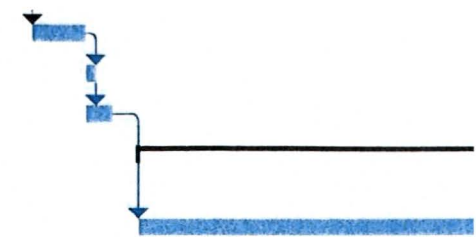
7/12/2019

Tasks	David Park - Lane Eng	Labor Hours	Labor Dollars	Total ODCs	Total Dollars
(Hourly Rates)	\$135				
2.1 Workshops and Meetings	24	24	\$3,240	\$0	\$3,240
3.1 75% Design Review - Constructability	12	12	\$1,620	\$0	\$1,620
3.2 100% Design Review - Constructability	12	12	\$1,620	\$0	\$1,620
6.1 Pre-Construction Meeting	8	8	\$1,080	\$0	\$1,080
6.2 - Pay Applications	32	32	\$4,320	\$0	\$4,320
6.5 Periodic Site Visits	520	520	\$70,200	\$0	\$70,200
6.6 Walkthrough and Punch Lists	16	16	\$2,160	\$0	\$2,160
6.8 Project Close Out	8	8	\$1,080	\$0	\$1,080
7.0 Start up Assistance	48	48	\$6,480	\$0	\$6,480
8.0 O&M, Training	12	12	\$1,620	\$0	\$1,620
<b>TOTAL Tasks 1 to 2</b>	692	692	\$93,420	0	\$93,420

	2 days	Mon 9/2/19	Tue 9/3/19	
	955 days	<b>Tue 9/3/19</b>	<b>Mon 5/1/23</b>	
	945 days	Tue 9/17/19	Mon 5/1/23	56FF,2
	45 days	Wed 9/18/19	Tue 11/19/19	
ing	174 days	<b>Mon 9/2/19</b>	<b>Thu 4/30/20</b>	
orkshops	135 days	<b>Thu 9/19/19</b>	<b>Fri 3/27/20</b>	
	0 days	Thu 9/19/19	Thu 9/19/19	2SF+14 days
Assessment	0 days	Fri 11/22/19	Fri 11/22/19	17
valuation	0 days	Mon 1/6/20	Mon 1/6/20	19
	0 days	Mon 1/27/20	Mon 1/27/20	23FS-30 days
v	0 days	Fri 3/27/20	Fri 3/27/20	23FS+14 days
view	89 days	<b>Mon 9/2/19</b>	<b>Thu 1/2/20</b>	
	60 days	Mon 9/2/19	Fri 11/22/19	2SS
	75 days	Fri 9/20/19	Thu 1/2/20	14SS+14 days
	91 days	<b>Fri 9/20/19</b>	<b>Fri 1/24/20</b>	
	45 days	Fri 9/20/19	Thu 11/21/19	8SS
Improvement	60 days	Mon 9/23/19	Fri 12/13/19	17FS-30 days
arbon	45 days	Mon 11/25/19	Fri 1/24/20	18
	45 days	Mon 11/25/19	Fri 1/24/20	18
	30 days	Mon 11/25/19	Fri 1/3/20	18
ort	45 days	<b>Mon 1/6/20</b>	<b>Fri 3/6/20</b>	
	45 days	Mon 1/6/20	Fri 3/6/20	21
	25 days	<b>Fri 3/27/20</b>	<b>Thu 4/30/20</b>	
	25 days	Fri 3/27/20	Thu 4/30/20	12
	155 days	<b>Fri 5/1/20</b>	<b>Thu 12/3/20</b>	
	94 days	<b>Fri 5/1/20</b>	<b>Wed 9/9/20</b>	
	80 days	Fri 5/1/20	Thu 8/20/20	25
	0 days	Wed 9/9/20	Wed 9/9/20	28FS+14 days
op	0 days	<b>Wed 10/14/20</b>	<b>Wed 10/14/20</b>	
	0 days	Wed 10/14/20	Wed 10/14/20	29FS+25 days
	59 days	<b>Thu 9/10/20</b>	<b>Tue 12/1/20</b>	
	45 days	Thu 9/10/20	Wed 11/11/20	29
	0 days	Tue 12/1/20	Tue 12/1/20	33FS+14 days
ation	120 days	<b>Fri 6/19/20</b>	<b>Thu 12/3/20</b>	
	90 days	Fri 6/19/20	Thu 10/22/20	28FS-45 days
	30 days	Fri 10/23/20	Thu 12/3/20	36
	119 days	<b>Fri 8/21/20</b>	<b>Wed 2/3/21</b>	
	60 days	Fri 8/21/20	Thu 11/12/20	28
	45 days	Fri 9/18/20	Thu 11/19/20	28FS+20 days



	30 days	Wed 1/6/21	Tue 2/16/21	34FS+25 days
	5 days	Wed 2/17/21	Tue 2/23/21	44
	15 days	Wed 2/17/21	Tue 3/9/21	44
<b>During</b>	<b>500 days</b>	<b>Tue 3/30/21</b>	<b>Mon 2/27/23</b>	
	500 days	Tue 3/30/21	Mon 2/27/23	46FS+14 days
	<b>60 days</b>	<b>Tue 11/15/22</b>	<b>Mon 2/6/23</b>	<b>43</b>
	60 days	Tue 11/15/22	Mon 2/6/23	48FS-75 days
	45 days	Tue 11/15/22	Mon 1/16/23	50SS
	<b>125 days</b>	<b>Tue 9/13/22</b>	<b>Mon 3/6/23</b>	
	45 days	Tue 9/13/22	Tue 11/15/22	50SF
	20 days	Tue 2/7/23	Mon 3/6/23	50
<b>assistance</b>	<b>45 days</b>	<b>Tue 2/28/23</b>	<b>Mon 5/1/23</b>	
<b>nce</b>	45 days	Tue 2/28/23	Mon 5/1/23	48



**EXHIBIT B**

**Hazen and Sawyer's Schedule of Rate Values  
Denitrification Filter Rehab at South Cross Bayou WRF (Revised Rates)**

<b>Classification</b>	<b>Hourly Rate</b>
Principal in Charge	\$239.00
Principal Engineer	\$228.00
Project Manager	\$190.00
Senior Project Manager	\$204.00
Senior Scientist	\$163.00
Senior Engineer	\$185.00
Project Scientist	\$122.00
Project Engineer	\$146.00
Staff Scientist	\$111.00
Staff Engineer`	\$128.00
Assistant Engineer/Scientist	\$102.00
Construction Manager	\$140.00
Engineering Intern	\$78.00
Designer	\$98.00
Senior Designer	\$126.00
Senior CADD Technician	\$112.00
CADD Technician	\$99.00
GIS Analyst	\$140.00
Senior Clerical	\$79.00



**Wade Trim, Inc.**

201 N. Franklin St, Suite 1350 • Tampa, FL 33602  
813-882-4373 • [www.wadetrim.com](http://www.wadetrim.com)

**Exhibit B: Wade Trim Billing Rate Schedule**

<b>Classification</b>	<b>Hourly Rate</b>
Principal	\$228.00
Senior Project Manager	\$185.25
Senior Engineer	\$185.00
Project Engineer	\$125.00
Senior Designer	\$105.00
Designer	\$85.50
Clerical	\$60.00



Lane Engineering, Inc.  
1808 James L Redman Parkway Suite 311  
Plant City, FL 33563

www.laneengineering.com  
p: 813-298-0343  
c: 813-758-4858

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April 4, 2019

Hazen and Sawyer  
Andre Dieffenthaller, Vice President  
10002 Princess Palm Avenue  
Registry One Building, Ste 200  
Tampa, FL 33619

Re: Denitrification Filter Rehab at South Cross Bayou WRF – Professional Engineering Services  
Contract No. 189-0117-NC (SS) Hourly Rate

Attn: Mr. Dieffenthaller

Lane Engineering, Inc. services for the Denitrification Filter Rehab at South Cross Bayou WRF – Professional Engineering Services Contract No. 189-0117-NC (SS) will be at an hourly rate of \$135.00, this includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

We very much look forward to continuing to work with Hazen and Sawyer.

Sincerely,

Mandy L. Parks, P.E.

President

LANE ENGINEERING, INC.



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

## 1. INSURANCE:

- a) If Consultant does not currently meet insurance requirements, Consultant shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to award.
- b) Consultant shall email certificate that is compliant with the insurance requirements to [ssteele@pinellascounty.org](mailto:ssteele@pinellascounty.org). If certificate received with bid was a compliant certificate no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **A copy of the endorsement(s) referenced in paragraph d) for Additional Insured shall be attached to the certificate(s) referenced in this paragraph.**
- c) No work shall commence at any project site unless and until the required Certificate(s) of Insurance are received and approved by the County. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the RFP and/or contract period.
- d) All policies providing liability coverage(s), other than professional liability and workers compensation policies, obtained by the Consultant and any subcontractors to meet the requirements of the Agreement shall be endorsed to include **Pinellas County a Political subdivision of the State of Florida** as an Additional Insured.
- e) If any insurance provided pursuant to the Agreement expires prior to the completion of the Work, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished by the Consultant to the County at least thirty (30) days prior to the expiration date.
  - (1) Consultant shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Consultant from its insurer. Notice shall be given by certified mail to: **Pinellas County Risk Management 400 South Fort Harrison Ave Clearwater FL 33756; be sure to include your organization's unique identifier, which will be provided upon notice of award.** Nothing contained herein shall absolve Consultant of this requirement to provide notice.
  - (2) Should the Consultant, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement, or at its sole discretion may purchase such coverages necessary for the protection of the County and charge the Consultant for such purchase or offset the cost against amounts due to Consultant for services completed. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance shall in no way be construed to be a waiver of any of its rights under the Agreement.
- f) **The County reserves the right, but not the duty, to review and request a copy of the Contractor's most recent annual report or audited financial statement when a self-insured retention (SIR) or deductible exceeds \$50,000.**
- g) If subcontracting is allowed under this RFP, the Prime Consultant shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; *but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.*

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (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.
  - (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
<b>Employers' Liability Limits</b>	
Per Employee	\$ 500,000
Per Employee Disease	\$ 500,000
Policy Limit Disease	\$ 500,000

<b>SECTION C – LIMITATION ON LIABILITY, INDEMNIFICATION, AND INSURANCE REQUIREMENTS</b>
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- (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. Professional liability must include coverage pollution professional services.

## 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.