

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: North Water Booster Station Variable Frequency Drive Modifications – Professional Engineering Services

RFP CONTRACT NO. 189-0497-NC (SS)

COUNTY PID NO. 004356A

NON-CONTINUING FIRM: Engineering Design Technologies, Corp.

PROFESSIONAL ENGINEERING SERVICES NON-CONTINUING SERVICES SAMPLE AGREEMENT

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**SECTION 1
INTENT OF AGREEMENT**

**AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES FOR
North Water Booster Station Variable Frequency Drive Modifications – Professional Engineering Services**

THIS AGREEMENT, entered into on the ____ day of ____, 20 ____, between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, represented by its Board of County Commissioners, and, Engineering Design Technologies, Corp with offices in Tampa, Florida hereinafter referred to as the CONSULTANT.

WITNESSETH, That:

WHEREAS, Pinellas County, herein referred to as the COUNTY, requires **PROFESSIONAL ENGINEERING SERVICES** associated with support to develop plans and specifications and perform all other professional engineering services as may be required during the construction of The Consultant will be responsible for the preparation of construction plans and specifications for the removal and replacement of the existing medium voltage Variable Frequency Drives, Across the Line Soft Starts, HVAC improvements, Instrumentation upgrades, Supervisory Control and Data Acquisition, necessary appurtenances, and maintenance of plant operations plan 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:

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. Reproducibles of the COUNTY Engineering Department Standard Drawings applicable to the PROJECT.
- C. Sample copies of the COUNTY standard contract documents and specifications.
- D. Preparation of legal (front-end) section of the specifications.

SECTION 5 PRESENTATIONS, PUBLIC MEETINGS AND TECHNICAL LIAISON

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

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

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

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

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

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

SECTION 6 PAYMENT GUIDELINES AND CATEGORY OF SERVICES

6.1 BASIC SERVICES

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

6.2 OPTIONAL SERVICES

Services noted in Exhibit A of this Agreement as "Optional" shall constitute the Optional Services to be performed by the CONSULTANT under this Agreement. Optional Services shall be rendered by the CONSULTANT only upon written authorization by the COUNTY's Executive 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, Thomas Menke, P.E., 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: Fifteen Thousand Nine Hundred Eleven and 00/100 Dollars (\$15,911.00) for Task 1 – Project Management and Kickoff Meeting Phase of the PROJECT.

A Lump Sum Fee of: Thirty-Six Thousand Seven Hundred Fifteen and 00/100 Dollars (\$36,715.00) for Task 2 Preliminary Engineering - Phase of the PROJECT.

A Lump Sum Fee of: Ninety-Nine Thousand Four Hundred Fifty-Eight and 00/100 Dollars (\$99,458.00) for Task 3 Design Services Phase of the PROJECT.

A Lump Sum Fee of: Three Thousand Twenty-Three and 00/100 Dollars (\$3,023.00) for Task 4 – Permitting Phase of the PROJECT.

A Lump Sum Fee of: Seven Thousand Seven Hundred Sixty-Five and 50/100 Dollars (\$7,765.50) for Task 5 – Bid Services Phase of the PROJECT

A Lump Sum Fee of: Eighty-Three Thousand One Hundred Twenty-Seven and 00/100 Dollars (\$83,127.00) for Task 6 – Construction Phase Services Phase of the PROJECT

The above fees shall constitute the total not to exceed amount of Two Hundred Forty-Five Thousand Nine Hundred Ninety-Nine and 50/100 Dollars (**\$245,999.50**) 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 Two Hundred Sixty-Five Thousand Nine Hundred Ninety-Nine and 50/100 Dollars (**\$265,999.50**).

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

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

SECTION 8 PERFORMANCE SCHEDULE

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

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

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

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

SECTION 9 AUTHORIZATION FOR CONTINGENT OR ADDITIONAL SERVICES

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

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

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

SECTION 10 FIRMS AND INDIVIDUALS PROVIDING SUBCONSULTING SERVICES

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

SECTION 11 SATISFACTORY PERFORMANCE

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

SECTION 12 RESOLUTION OF DISAGREEMENTS

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

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

SECTION 13 CONSULTANT'S ACCOUNTING RECORDS

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

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

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

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

SECTION 14 OWNERSHIP OF PROJECT DOCUMENTS

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

SECTION 15 INSURANCE COVERAGE AND INDEMNIFICATION

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

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

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

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

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

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

**SECTION 18
PROHIBITION AGAINST CONTINGENT FEE**

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

**SECTION 19
TRUTH IN NEGOTIATIONS**

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

**SECTION 20
SUCCESSORS AND ASSIGNS**

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

**SECTION 21
INTEREST ON JUDGMENTS**

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

SECTION 22 TERMINATION OF AGREEMENT

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

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

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

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

SECTION 23 AGREEMENT TERM

This Agreement will become effective on the date of execution first written above and shall remain in effect for seven hundred fifty-six 756 consecutive calendar days from the commencement date on the Notice to Proceed unless terminated at an earlier date under other provisions of this Agreement, or unless extended for a longer term by amendment.

SECTION 24 CONFLICT OF INTEREST

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

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

SECTION 25 ENTIRE AGREEMENT

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

**SECTION 26
PUBLIC ENTITY CRIMES**

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

**SECTION 27
PUBLIC RECORDS**

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

CONTRACTOR'S DUTY

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

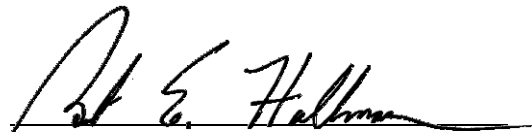
**SECTION 28
GOVERNING LAW AND AGREEMENT EXECUTION**

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

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

Firm Name:
Engineering Design Technologies Corp.

PINELLAS COUNTY, by and through its
Board of County Commissioners

By: 
Print Name: Bob E. Hallman
Title: Principal Date: 03/24/20

By: _____
Name Date: _____
Chairman

ATTEST:
Ken Burke, Clerk of the Circuit Court

By: _____
Deputy Clerk Date: _____

APPROVED AS TO FORM

By: 
Office of the County Attorney

Exhibit A
Scope of Services

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(Document to be Provided Prior to Agreement Execution)

Exhibit B
Hourly Rate Sheet

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(Document to be Provided Prior to Agreement Execution)

EXHIBIT A

SCOPE OF SERVICES

North Water Booster Station Variable Frequency Drive Modifications - Professional Engineering Services Contract No. 189-0497-NC (SS)

December 31, 2019

BACKGROUND

The North Water Booster Station is designed to boost the flow of water from the 60-inch transmission main from the North (Keller Plant), or store water in one (1) or all of the four (4) 5-million gallon storage tanks and re-pump this stored water to consumers throughout Pinellas County. The North Water Booster Station currently has three (3) booster pumps and two (2) repumps. The Variable Frequency Drives and Across the Line Soft Starters that control these pumps were installed in 2001. Replacement parts for the Variable Frequency Drives and Across the Line Soft Starters are becoming problematic to locate, and this equipment is reaching the end of its useful service life and is in need of replacement.

SCOPE OF SERVICES

The overall scope of this project is to provide preliminary engineering, design development, permitting, bid phase assistance and construction administration services for:

- ✦ Replacement of the three (3) medium voltage Variable Frequency Drives and Across the Line Soft Starters for the three (3) 500 HP Booster Pumps.
- ✦ Replacement of the two (2) medium voltage Variable Frequency Drives and Across the Line Soft Starters for the two (2) 800 HP Repumps.
- ✦ Improvements for the station HVAC system.
- ✦ Upgrades for the Booster Pumps and Repumps instrumentation.
- ✦ Upgrades and replacements for the station Supervisory Control and Data Acquisition (SCADA) system.
- ✦ Maintenance of plant operations plan.

Task 1 - Project Management and Kickoff Meeting

Task 1.1 - Project Coordination: On a weekly basis, the CONSULTANT's Project Manager will conduct an internal project meeting in order to

review project status and ongoing issues, prioritizing efforts and scheduling and assigning personnel and other resources. Critical issues identified during the internal project meetings will be communicated to the COUNTY. The effort included in this task also includes conference calls, emails and discussions with the COUNTY necessary to coordinate, plan and manage the project during the design.

Task 1.2 - Invoicing and Status Reports: Develop and submit monthly invoices with status reports.

Task 1.3 - Project Schedule: Develop and submit a project design and construction schedule.

Task 1.4 - QA/QC: Conduct an internal QA/QC program throughout the design process.

Task 1.5 - Kickoff Meeting: CONSULTANT will attend a kickoff meeting with COUNTY staff to review the project elements, discuss the schedule and coordinate information exchanges.

Task 2 - Preliminary Engineering

Task 2.1 - Data Collection, Review and Site Visits:

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

2.1.2 Perform up to four (4) field visits to observe existing conditions and operations, record dimensions and document the electrical ratings of the equipment.

Task 2.2 - Equipment Evaluations: CONSULTANT will perform engineering evaluations in order to develop the design for the proposed improvements to the VFD's, HVAC equipment and the PLC/SCADA system. Evaluations will include:

2.2.1 Variable Frequency Drives and Across the Line Starters:

A. Verify the electrical requirements for the five (5) pump motors and supply requirements.

B. Confirm the existing electrical service and distribution sizes and capacities for the new equipment.

- C. Select and size replacement Variable Frequency Drives and Across the Line Soft Starters.
- D. Confirm the need to maintain the installation of the Across the Line Soft Starters for the pumps.
- E. Develop a construction sequence to allow the Variable Frequency Drives to be installed while maintaining the station in operation.

2.2.2 PLC/SCADA System:

- A. Review and update PID's.
- B. Document existing PLC I/O points.
- C. Develop PLC I/O point listings, including new and existing I/O points.
- D. Evaluate the PLC/SCADA system configurations, network architecture and panel locations/layouts.
- E. Replace the existing PLC processor, I/O cards and associated components with a new Modicon M580 PLC.
- F. Develop a written control and operations narrative for how the booster pumps, repump and valves operate in each mode of operation.
- G. Coordinate the PLC/SCADA system design with the COUNTY's IT department requirements.
- H. Establish an installation protocol for the new PLC/SCADA components, while maintaining the existing facility operations.

2.2.3 HVAC System:

- A. Evaluate the condition and capacities of the existing HVAC equipment.
- B. Review heat loads for the new VFD's and existing electrical equipment.
- C. Determine the size and requirements for the new HVAC equipment, as required.

2.2.4 Demolition of Existing Equipment:

- A. Determine which equipment is to be removed.
- B. Develop demolition plans for the equipment to be removed and note the equipment that is to remain in place.

Task 2.3 - Cost Estimates: CONSULTANT will develop an Opinion of Probable Construction Cost for the proposed design.

Task 2.4 - Review Meetings: CONSULTANT will attend two (2) meetings with the COUNTY, during the preliminary engineering effort, to discuss alternatives and to review the COUNTY's comments on the draft Preliminary Engineering Report.

Task 2.5 - Preliminary Engineering Report: CONSULTANT will develop a Preliminary Engineering Report that will summarize the evaluations conducted, Opinions of Probable Construction Cost and recommendations of the Preliminary Engineering effort. The report will be submitted as a draft and then finalized based on the COUNTY's comments and the discussions at the review meeting conducted under Task 2.4. The report will include preliminary design drawings and will serve as the 30% design submittal.

Task 3 - Design Phase Services

Task 3.1 - Drawings: CONSULTANT will develop design drawings in AutoCAD format for use in obtaining bids, permitting and constructing the project. A preliminary Drawings List is provided as Attachment A to this Scope of Services. Drawings will be developed in AutoCAD and will be 2D. Available AutoCAD Record Drawing files, provided by the COUNTY, will be used as base drawings.

Task 3.2 - Specifications: CONSULTANT will develop Technical Specifications for the project, which are anticipated to consist of the COUNTY Standard Specifications, technical specifications, and project specific Special Provisions, Bid Form, and Measurement and Payment sections.

Task 3.3 - Opinion of Probable Construction Cost: CONSULTANT will develop an opinion of probable construction cost and an anticipated construction schedule for the project at the 60%, 90% and 100% completion milestones.

Task 3.4 - Design Review and Meetings: Drawings will be submitted for the COUNTY's review at the 60%, 90%, and 100% completion milestones. Specifications will be provided at the 90% and 100% design milestones. A meeting with the COUNTY will be held after

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

Task 4 - Permitting: CONSULTANT will submit design documents to the COUNTY's Building Department to obtain and incorporate their comments before the project is advertised for bids. One (1) meeting with Building Department representatives will be attended to discuss review comments. The Contractor will be responsible for filing the required permit applications and obtaining the Building Permit.

Task 5 - Bid Phase Services:

Task 5.1 - Bid Services Coordination: During the Bid Phase, the CONSULTANT will coordinate with the COUNTY's Utilities Engineering and Purchasing Department during development of the final bid package, addressing bidder questions and issuing of Addenda, as required.

Task 5.2 - Addenda: CONSULTANT will provide written clarifications and prepare Addenda responding to questions raised at the pre-bid meeting and submitted to the COUNTY's Purchasing Department. Evaluating alternative manufacturers is not included in this proposal.

Task 5.3 - Recommendation of Award: CONSULTANT will review the bids, call the low bidder's references and submit a Recommendation of Award letter to the COUNTY.

Task 6 - Construction Phase Services: CONSULTANT will provide construction engineering services through the construction phase of the project. Specific services will include:

Task 6.1 - Prepare for, attend and moderate a preconstruction meeting with the Contractor and the COUNTY. CONSULTANT will prepare an agenda and meeting minutes.

Task 6.2 - Log and review the Contractor's submittals. Fees assume a maximum total of twenty-one (21) submittals. Of the twenty-one (21) submittals, eleven (11) will be resubmitted for a second review. The specifications will require the Contractor pay for three (3) or more reviews. It is assumed the Contractor will submit Shop Drawings electronically. A preliminary list of anticipated submittals is provided in Attachment B.

Task 6.3 - Review the Contractor's initial schedule and monthly schedule updates.

- Task 6.4** - Attend and moderate up to seven (7) construction progress meetings/site visits by CONSULTANT's Project Manager and/or Project Engineer. CONSULTANT will prepare and distribute an agenda and minutes.
- Task 6.5** - Provide site visits by the CONSULTANT's Project Engineer to observe the progress of the work and address questions raised during construction. Ten (10) construction observation visits are budgeted.
- Task 6.6** - Respond to the Contractor's Requests for Information (RFIs).
- Task 6.7** - Assist the COUNTY with reviewing the Contractor's proposals and the resulting Allowance Authorizations and with negotiating and preparing Allowance Work Authorizations (AWA's) and Change Orders.
- Task 6.8** - Review and approve the Contractor's Pay Applications.
- Task 6.9** - Attend and assist the startups and testing of the installed VFD's.
- Task 6.10** - Perform a Substantial Completion walkthrough and develop a punch list.
- Task 6.11** - Perform a Final Completion walkthrough to confirm all punch list items have been addressed.
- Task 6.12** - Prepare Record Drawings, in AutoCAD format, based on red-lined "as-built" drawing markups provided by the Contractor.
- Task 6.13** - Provide general construction services during construction, including:
- 6.13.1 Miscellaneous phone calls, emails and coordination with the COUNTY's Project Manager and other COUNTY staff, including assisting the COUNTY's Project Manager with miscellaneous minor project related questions and general consultation with respect to the Contractor's contractual obligations.
 - 6.13.2 Miscellaneous phone calls and emails with the Contractor's staff required to respond to minor questions not requiring formal RFI's.
 - 6.13.3 Document control, including maintaining files of correspondence, meeting minutes, Contract Documents, Change Orders, Field Orders, RFI's, Work Change Directives, Addenda, additional drawings issued subsequent to the execution of the Contract, Progress Reports, Shop Drawing and Sample Submittals, regulatory correspondence and other Project-related documents.

Deliverables

- ⊕ Draft Preliminary Engineering Report in .pdf format.
- ⊕ Final Preliminary Engineering Report in .pdf format.
- ⊕ Design drawings and an Opinion of Probable Construction Cost at the 60% completion milestone. The submittal will be provided in .pdf format by email or FTP site.
- ⊕ Design drawings, technical specifications and an Opinion of Probable Construction Cost at the 90% completion milestone. The submittal will be provided in .pdf format by email or FTP site.
- ⊕ Final design drawings in .pdf format, digitally signed and sealed. Final design drawings in .pdf format and AutoCAD format, the technical specifications in .pdf format, the final Opinion of Probable Construction Cost in .pdf format and the Bid Form in Word format.

Compensation

For the Scope of Services described in this agreement, the CONSULTANT shall be compensated on a lump sum basis for Tasks 1 through 5 and on a time and materials basis for Task 6, for a total amount of \$245,999.50. An Allowance of \$20,000.00 is also included. The Allowance can only be used after approval by the COUNTY's Project Manager.

The total fee for engineering services is \$265,999.50, including the Allowance.

Task	Upset Limit
Task 1 - Project Management and Kickoff Meeting	\$15,911.00
Task 2 - Preliminary Engineering	\$36,715.00
Task 3 - Design Phase Services	\$99,458.00
Task 4 - Permitting	\$3,023.00
Task 5 - Bid Phase Services	\$7,765.50
Task 6 - Construction Phase Services	\$83,127.00
SUBTOTAL	\$245,999.50
Allowance	\$20,000.00
TOTAL FEE	\$265,999.50

ATTACHMENT A

PRELIMINARY DRAWING LIST

**North Water Booster Station Variable Frequency Drive
Modifications - Professional Engineering Services
Contract No. 189-0497-NC (SS)**

December 31, 2019

<u>Sheet No.</u>	<u>Description</u>
	Cover
<u>General</u>	
G-1	Notes and Sheet Index
G-2	Abbreviations and Legend
G-3	Project Location Plan
<u>Demolition</u>	
D-1	VFD Equipment
D-2	HVAC Equipment
D-3	PLC/SCADA
<u>Electrical</u>	
E-1	Electrical Notes, Symbols and Abbreviations
E-2	Electrical Site Plan
E-3	Existing One-Line Diagram
E-4	Proposed VFD/RVSS Single Line Diagram
E-5	VFD/RVSS Elevations
E-6	VFD/RVSS Elevations
E-7	Control Wiring Schematic
E-8	Control Wiring Schematic
E-9	Control Wiring Riser Diagram
E-10	VFD Demolition Plan
E-11	Power Plan
E-12	Panel Schedules
E-13	Electrical Details 1
E-14	Electrical Details 2

Sheet No. **Description cont.**

Instrumentation

I-1	Instrumentation Notes, Symbols and Abbreviations
I-2	System Network Architecture
I-3	Pumping P&ID
I-4	PLC Configuration
I-5	PLC Interconnects
I-6	I/O Listing 1
I-7	I/O Listing 2
I-8	I/O Listing 3
I-9	Instrumentation Details 1
I-10	Instrumentation Details 2

HVAC

H-1	Legend, Symbols, General Notes and Index Sheets
H-2	HVAC Plan
H-3	Equipment Schedules
H-4	General Details 1
H-5	General Details 2
H-6	General Details 3

ATTACHMENT B

ANTICIPATED LIST OF CONTRACTOR'S SUBMITTALS

North Water Booster Station Variable Frequency Drive Modifications - Professional Engineering Services Contract No. 189-0497-NC (SS)

December 31, 2019

1. Emergency Contacts and Misc.
2. Construction Phasing Plan
3. Schedule of Values
4. Pre-Construction Video
5. VFD and RVSS Units
6. Electrical Conduits and Raceways
7. Electrical Conductors
8. Electrical Accessories
9. Instrumentation and Controls
10. SCADA Components and Cabling
11. SCADA Accessories
12. PLC and Associated Components
13. PLC Program
14. Software
15. HMI Screens
16. Ductwork
17. HVAC Units
18. VFD and RVSS O&M Manuals
19. PLC O&M Manuals
20. Instrumentation and Controls/SCADA O&M Manual
21. HVAC Units O&M Manual

ATTACHMENT C

COMPENSATION

North Water Booster Station Variable Frequency Drive Modifications - Professional Engineering Services Contract No. 189-0497-NC (SS)

December 31, 2019

Task No.	Task	Fee
1.0	Project Management	
1.1	Project Coordination	\$9,508.00
1.2	Invoicing and Status Reports	\$1,495.50
1.3	Project Schedule	\$1,911.00
1.4	QA/QC	\$2,001.00
1.5	Kickoff Meeting	\$995.50
TOTAL TASK 1.0		\$15,911.00
2.0	Preliminary Engineering	
2.1	Data Collection, Review and Site Visits	\$6,898.00
2.2	Equipment Evaluations	\$4,395.00
2.3	Opinion of Probable Costs	\$3,011.00
2.4	Review Meetings	\$1,029.00
2.5	Preliminary Engineering Report	\$21,382.00
TOTAL TASK 2.0		\$36,715.00
3.0	Design Phase Services	
3.1	Design Drawing Development	\$52,199.00
3.2	Specifications and Operations Narrative	\$32,802.00
3.3	Opinion of Probable Construction Cost	\$7,999.00
3.4	Design Review and Meetings	\$6,458.00
TOTAL TASK 3.0		\$99,458.00
4.0	Permitting	
4.1	Permitting	\$3,023.00
TOTAL TASK 4.0		\$3,023.00
5.0	Bid Phase Services	
5.1	Bid Services Coordination	\$1,388.00
5.2	Pre-Bid Meeting	\$2,001.00
5.3	Addenda	\$3,381.00
5.4	Recommendation of Award	\$995.50
TOTAL TASK 5.0		\$7,765.50
6.0	Construction Phase Services	
6.1	Pre-Construction Meeting	\$1,502.00
6.2	Log and Review Shop Drawings	\$26,370.00
6.3	Review Contractor's Schedule	\$2,805.00
6.4	Attend Seven (7) Construction Progress Meetings	\$7,033.00
6.5	Construction Observation Visits	\$18,574.00
6.6	Respond to RFI's	\$4,184.00
6.7	Assist with Allowance Work Authorizations (AWA's) & Change Orders	\$1,680.00
6.8	Review Contractor's Pay Applications	\$2,600.00
6.9	Develop Startup Testing Plan	\$7,502.50
6.10	Substantial Completion Walkthrough	\$1,001.00
6.11	Final Completion Walkthrough	\$1,001.00
6.12	Prepare Record Drawings	\$3,577.00
6.13	Provide General Construction Services	\$5,297.50
TOTAL TASK 6.0		\$83,127.00
SUBTOTAL		\$245,999.50
	Allowance	
	Allowance	\$20,000.00
TOTAL NOT-TO-EXCEED AMOUNT:		\$265,999.50

NOTE: This is a not-to-exceed fee estimate for the tasks included in the proposal. This should not be construed as a not-to-exceed amount for each individual task.

ATTACHMENT C
ENGINEERING COMPENSATION
PINELLAS COUNTY, FLORIDA

North Water Booster Station Variable Frequency Drive Modifications
Professional Engineering Services - Contract No. 189-0497-NC (SS)

Engineering Design Technologies Corp.
 December 31, 2019

Task No.	Task	Billing Rate:	Principal In Charge \$239.00	Project Manager \$190.00	Project Engineer \$146.00	Senior Designer \$126.00	Designer \$98.00	CADD Technician \$99.00	Senior Clerical \$79.00	Labor	Global Schez	Total Fee
1.0	Project Management											
1.1	Project Coordination		16.5	27.0					5.5	\$9,508.00		\$9,508.00
1.2	Invoicing and Status Reports			6.0					4.5	\$1,495.50		\$1,495.50
1.3	Project Schedule			5.0	5.5				2.0	\$1,911.00		\$1,911.00
1.4	QA/QC		4.0	5.5						\$2,001.00		\$2,001.00
1.5	Kickoff Meeting		4.0						0.5	\$995.50		\$995.50
TOTAL TASK 1.0												\$15,911.00
2.0	Preliminary Engineering											
2.1	Data Collection, Review and Site Visits			12.0		18.0	15.0			\$6,018.00	\$880.00	\$6,898.00
2.2	Equipment Evaluations			9.5		10.0				\$3,065.00	\$1,330.00	\$4,395.00
2.3	Opinion of Probable Costs			7.5	10.0	1.0				\$3,011.00		\$3,011.00
2.4	Review Meetings			5.0					1.0	\$1,029.00		\$1,029.00
2.5	Preliminary Engineering Report		16.0	44.5	26.0	11.0		15.0	26.0	\$21,000.00	\$382.00	\$21,382.00
TOTAL TASK 2.0												\$36,715.00
3.0	Design Phase Services											
3.1	Design Drawing Development		28.0	61.5	78.5		47.0	140.0	9.0	\$49,015.00	\$3,184.00	\$52,199.00
3.2	Specifications and Operations Narrative		16.0	72.0	69.0				56.0	\$32,002.00	\$800.00	\$32,802.00
3.3	Opinion of Probable Construction Cost		4.0	12.0	31.0				3.0	\$7,999.00		\$7,999.00
3.4	Design Review and Meetings		5.0	5.0	14.0				4.0	\$4,505.00	\$1,953.00	\$6,458.00
TOTAL TASK 3.0												\$99,458.00
4.0	Permitting											
4.1	Permitting			4.0	15.5					\$3,023.00		\$3,023.00
TOTAL TASK 4.0												\$3,023.00
5.0	Bid Phase Services											
5.1	Bid Services Coordination			3.0	3.0					\$1,008.00	\$380.00	\$1,388.00
5.2	Pre-Bid Meeting		4.0	5.5						\$2,001.00		\$2,001.00
5.3	Addenda		1.0	4.0		8.5	9.5			\$3,001.00	\$380.00	\$3,381.00
5.4	Recommendation of Award		4.0						0.5	\$995.50		\$995.50
TOTAL TASK 5.0												\$7,765.50
6.0	Construction Phase											
6.1	Pre-Construction Meeting			4.0	4.0				2.0	\$1,502.00		\$1,502.00
6.2	Log and Review Shop Drawings		10.0	33.0	74.0	38.0			22.0	\$25,990.00	\$380.00	\$26,370.00
6.3	Review Contractor's Schedule			9.0	7.5					\$2,805.00		\$2,805.00
6.4	Attend Seven (7) Construction Progress Meetings			15.5	28.0					\$7,033.00		\$7,033.00
6.5	Construction Observation Visits		12.0	21.0	47.0	34.0				\$18,004.00	\$570.00	\$18,574.00
6.6	Respond to RFI's			7.0	15.0				6.0	\$3,994.00	\$190.00	\$4,184.00
6.7	Assist with Allowance Authorizations (AWA's) & Change Orders			5.0	5.0					\$1,680.00		\$1,680.00
6.8	Review Contractor's Pay Applications			6.0	10.0					\$2,600.00		\$2,600.00
6.9	Develop Startup Testing Plan		6.0	18.0	13.0				9.5	\$7,502.50		\$7,502.50
6.10	Substantial Completion Walkthrough				3.5		5.0			\$1,001.00		\$1,001.00
6.11	Final Completion Walkthrough				3.5		5.0			\$1,001.00		\$1,001.00
6.12	Prepare Record Drawings			4.0		6.0		15.0		\$3,001.00	\$576.00	\$3,577.00
6.13	Provide General Construction Services			14.0	12.5	4.0			1.5	\$5,107.50	\$190.00	\$5,297.50
TOTAL TASK 6.0												\$83,127.00
SUBTOTAL												\$245,999.50
	Allowance											
	Allowance											\$20,000.00

TOTAL NOT-TO-EXCEED AMOUNT: \$265,999.50

NOTE: This is a not-to-exceed fee estimate for the tasks included in the proposal. This should not be construed as a not-to-exceed amount for each individual task.

ATTACHMENT C
ENGINEERING COMPENSATION
PINELLAS COUNTY, FLORIDA

North Water Booster Station Variable Frequency Drive Modifications
Professional Engineering Services - Contract No. 189-0497-NC (SS)

Global Sanchez
 December 31, 2019

Task No.	Task	Billing Rate:	Principal \$145.00	Principal Engineer \$125.00	Project Manager \$95.00	Staff Engineer \$95.00	Designer \$80.00	Drafter \$74.00	Clerical \$48.00	Fee
1.0	Project Management									
1.1	Project Coordination									\$0.00
1.2	Invoicing and Status Reports									\$0.00
1.3	Project Schedule									\$0.00
1.4	QA/QC									\$0.00
1.5	Kickoff Meeting									\$0.00
TOTAL TASK 1.0										\$0.00
2.0	Preliminary Engineering									
2.1	Data Collection, Review and Site Visits			4.0		4.0				\$880.00
2.2	Equipment Evaluations					14.0				\$1,330.00
2.3	Opinion of Probable Costs									\$0.00
2.4	Review Meetings									\$0.00
2.5	Preliminary Engineering Report				2.0			4.0		\$382.00
TOTAL TASK 2.0										\$2,592.00
3.0	Design Phase Services									
3.1	Design Drawing Development					16.0	6.0	16.0		\$3,184.00
3.2	Specifications and Operations Narrative						10.0			\$800.00
3.3	Opinion of Probable Construction Cost									\$0.00
3.4	Design Review and Meetings				9.0			9.0	9.0	\$1,953.00
TOTAL TASK 3.0										\$5,937.00
4.0	Permitting									
4.1	Permitting									\$0.00
TOTAL TASK 4.0										\$0.00
5.0	Bid Phase Services									
5.1	Bid Services Coordination				4.0					\$380.00
5.2	Pre-Bid Meeting									\$0.00
5.3	Addenda				4.0					\$380.00
5.4	Recommendation of Award									\$0.00
TOTAL TASK 5.0										\$760.00
6.0	Construction Phase									
6.1	Pre-Construction Meeting									\$0.00
6.2	Log and Review Shop Drawings					4.0				\$380.00
6.3	Review Contractor's Schedule									\$0.00
6.4	Attend Seven (7) Construction Progress Meetings									\$0.00
6.5	Construction Observation Visits					6.0				\$570.00
6.6	Respond to RFI's					2.0				\$190.00
6.7	Assist with Allowance Authorizations (AWA's) & Change Orders									\$0.00
6.8	Review Contractor's Pay Applications									\$0.00
6.9	Develop Startup Testing Plan									\$0.00
6.10	Substantial Completion Walkthrough									\$0.00
6.11	Final Completion Walkthrough									\$0.00
6.12	Prepare Record Drawings						6.0		2.0	\$576.00
6.13	Provide General Construction Services					2.0				\$190.00
TOTAL TASK 6.0										\$1,906.00

TOTAL NOT-TO-EXCEED AMOUNT: \$11,195.00

NOTE: This is a not-to-exceed fee estimate for the tasks included in the proposal. This should not be construed as a not-to-exceed amount for each individual task.



**Engineering Design
Technologies Corp.**

P.O. Box 152403 • Tampa, FL 33684 • 813.289.8080 • 813.282.9184 facsimile • engineering@edt1.com

EXHIBIT B

**North Water Booster Station
Variable Frequency Drive Modifications -
Professional Engineering Services
Contract No. 189-0497-NC (SS)**

November 4, 2019

Schedule of Rate Values	
Classification	Hourly Rate
Principal in Charge	\$239.00
Principal Engineer	\$228.00
Project Manager	\$190.00
Senior Project Manager	\$204.00
Senior Engineer	\$185.00
Project Engineer	\$146.00
Staff Engineer	\$128.00
Senior Designer	\$126.00
Designer	\$98.00
Senior CADD Technician	\$112.00
CADD Technician	\$99.00
Senior Clerical	\$79.00

Note: Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.



EXHIBIT B

**North Water Booster Station
Variable Frequency Drive Modifications -
Professional Engineering Services
Contract No. 189-0497-NC (SS)**

November 4, 2019

Schedule of Rate Values	
Classification	Hourly Rate
Principal	\$145.00
Principal Engineer	\$125.00
Project Manager	\$95.00
Staff Engineer	\$95.00
Designer	\$80.00
Drafter	\$74.00
Administrative	\$48.00

Note: Each hourly rate includes all labor, direct/indirect overhead, margins/profit, customary expenses such as copies, postage, etc., and travel within the Tampa Bay Metropolitan Statistical Area.

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

1. INSURANCE:

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

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

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

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

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

(1) Workers' Compensation Insurance

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

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

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

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

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

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

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

Limits

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

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

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